

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
AUGUST 5, 2008**

CALL TO ORDER

Mayor Bernard called the 2035th meeting of the Milwaukie City Council to order at 7:00 p.m. in the City Hall Council Chambers.

Present: Council President Joe Loomis and Councilors Deborah Barnes, Greg Chaimov, and Susan Stone

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Community Services Director JoAnn Herrigel

PLEDGE OF ALLEGIANCE**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS****CONSENT AGENDA**

Councilors Chaimov and Stone requested that item C -- A Resolution of the City Council of the City of Milwaukie, Oregon, Assessing the Costs of Abatement of the Nuisance Located at 5115 SE Brookside Dr. and Entering the Same on the Docket of City Liens Pursuant to Milwaukie Municipal Code Section 8.04.200(D) -- be removed for discussion.

It was moved by Councilor Barnes and seconded by Councilor Chaimov to approve the remaining consent agenda items:

- A. City Council Minutes
 1. June 10, 2008 Work Session
 2. June 17, 2008 Work Session
 3. June 17, 2008 Regular Session
 4. July 1, 2008 Work Session
 5. July 1, 2008 Regular Session
- B. Resolution 70-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Acting as the Local Contract Review Board, Authorizing the City Manager to Execute Certain Contracts for Fiscal Year 2008 – 2009;
- D. Resolution 72-2008: A Resolution of the City Council of the City of Milwaukie, Authorizing Budget Appropriation for the Purpose of Purchasing Parking Management Package.

Motion passed unanimously. [5:0]

AUDIENCE PARTICIPATION

Les Poole had filled out a form but was not present when his name was called.

Item pulled from Consent Agenda for discussion

Councilor Chaimov had asked the City Manager about the merits and demerits of increasing the interest on abatement liens from 6% to 9%. To him 6% did not seem sufficiently coercive.

Mr. Swanson responded statute now provided for a 9% interest rate in terms of a judgment. That particular section of the municipal code, 8.04.200 was adopted in 1964 when he imagined the statutory limit was 6%. This and other sections could be changed when there was a code rewrite next year. Staff would look at standardizing all the interest rates and put them in one section so they were easier to track over time.

Councilor Stone had a question about the total cost of the abatement. It added to the total of \$1,955.70 an additional \$770 for administrative staff time. Was that staff time overtime?

Mr. Swanson replied it was not necessarily overtime, but it would be time spent by Ms. Lander and/or Mr. Salyers.

Councilor Stone did not understand since their jobs were to abate nuisances. She asked why the citizen was being charged when staff was doing their job unless it was overtime.

Mr. Swanson replied the code provided in § 8.04.200 that the city recorder by registered or certified mail postage prepaid shall forward to the owner or person in charge of the property a notice stating the total cost of abatement including administrative overhead. This property was previously assessed a couple of years ago. The lien was satisfied in the 30-days, so nothing was charged in the end.

Councilor Stone just figured if it was above and beyond their regular duties in terms of their regular shift of 8 hours it would make more sense to charge the administrative cost. She understood the code provided for that but did not agree with it.

Mr. Swanson replied the Council could amend that section of the code if it wished. In 1964 when this was adopted the Council probably felt when someone did not act to abate the nuisance it was a policy decision to charge. This Council could decide to amend that portion of the code.

Councilor Stone would agree to with charging if it was overtime.

Mayor Bernard understood Mr. Salyers had about 400 cases going right now. Ms. Lander did parking. Why would one not charge an individual who failed to obey the law, otherwise the burden was put on the taxpayers?

Councilor Stone not saying they should not be charged for abating the nuisance. They hired a contractor to remove the stuff. Her point was that staff was getting paid an hourly wage anyway. This was part of their job description to do this. If it went above and beyond their regular hours of work in a given 8-hour day she agreed the person should be charged but not if it was within the 8-hour scope of time.

Mr. Swanson would argue if someone did to abate the nuisance it did demand a lot more time from staff which took away from handling the other 399 cases. Code enforcement talked with people and resolved as many problems as possible through gentle persuasion. Most people took care of the problem. It was only the most egregious ones that got to this point. Where it may take an hour or two to deal with another case, this case was 24 hours. There may be a lot of time not spent in dealing with other cases that were easily resolved.

Mayor Bernard observed there were numerous violations over the years. It took staff time away from all the other cases because they had to spend so much time on this one individual. He did not think it was fair for taxpayers to carry the burden of the enforcement on one particular person. This had been a continuing problem, and staff had visited numerous times and was probably not included in the abatement costs.

Mr. Swanson said it was a policy decision, and Council could direct staff to prepare a code amendment.

It was moved by Councilor Chaimov and seconded by Councilor Barnes to adopt the resolution authorizing a lien in the amount of City costs for abating the nuisance on the real property owned by Lisa Meidel. Motion passed unanimously. [5:0]

RESOLUTION NO. 71-2008:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ASSESSING THE COSTS OF ABATEMENT OF THE NUISANCE LOCATED AT 5115 SE BROOKSIDE DR. AND ENTERING THE SAME ON THE DOCKET OF CITY LIENS PURSUANT TO MILWAUKIE MUNICIPAL CODE SECTION 8.04.200(D)

AUDIENCE PARTICIPATION

• **Les Poole, Clackamas County**

Mr. Poole was the head of the North Clackamas Property Owners Association. He had a couple subjects he wanted to comment on. One of them was really positive. He no longer felt like he was going to be killed as he came onto McLoughlin Boulevard at the bottom or River Road. What a dramatic improvement. He was sure Councilor Chaimov lived in the neighborhood. It was light years of improvement. He noticed the day of the vote for light rail at Metro that very morning the tractors started working on the Cash Spot. We have had differences of opinion where parking ought to go. Buying the Cash Spot and getting that eyesore out of there and doing something with it he also strongly supported. He testified at Metro last week. He did not come into Milwaukie the week earlier. When he spoke at Metro it was of course about light rail. He would submit some information. He was interested in protecting Kellogg Lake and the parks. Since Dena Kronberg [Ms. Swanson] appeared on the horizon there has been a lot of questionable handling of the legalities involved there. It troubled him and still did. His attorney said he had a case, but Mr. Poole said he did not want to go there. With regard to light rail he did testify, nothing personal, but he felt Mayor Bernard probably should have recused himself. Unlike most land use situations or areas where we might have a question of possible need to recuse oneself when light rail came the property values were rezoned and went through the roof. The Mayor's property was in the alignment, in the corridor, he could not help but have a financial benefit. Nothing personal. When he spoke at Metro he commented about personal attacks. Attacks on him. Anonymous nonsense in the *Clackamas Review* blog page. Attacks on Ed Zumwalt. In the reverse, attacks on Councilors and people in general. We need to stay on the issue here. This thing was going to get kind of cute because we really did not know where we were going yet. We can pretend we do, but we do not. His big concern was simple. The cost to cross Kellogg Lake, squeeze the Trolley Trail, and eventually dump up to 1,000 cars on an acre at Park Street did not make sense. If anyone wanted to he would take them on a drive through there. You did not have to be a land use specialist or head of anything to understand there was no room for that. We were studying two alignments. The one to Park Street was going to cost so much citizens should be able to vote on it. Frankly, he did not want 1,000 cars dumped in Oak Grove. If we did not go to Park Street and stopped somewhere downtown where were those 800 – 1,000 cars going to go? When someone could give him an answer to that question, he would stop talking about it.

OTHER BUSINESS

Council Report

Councilor Chaimov attended Lewelling Neighborhood District Association meeting and visited and shopped at the New Century Players Yard Sale to show his appreciation to the group for loaning him a costume for the Milwaukie Daze Parade. He attended the Island Station neighborhood picnic with Councilor Barnes and Mayor Bernard.

Councilor Barnes said in addition to the events Councilor Chaimov mentioned she met with the new director of North Clackamas Stand for Children.

Councilor Stone announced the Ardenwald Concerts in the Park series every Thursday in August. She just returned from a hiatus to see Mickey Mouse.

Councilor Loomis had the opportunity to visit with Chief Bob Jordan and felt Milwaukie was very lucky to get him.

Mayor Bernard attended the Oregon Mayors' Conference in Pendleton and discussed issues similar between cities. He attended the Island Station Neighborhood picnic and would attend the Lake Road and Historic Milwaukie picnics.

PUBLIC HEARING

Garbage Rate Increase

Mayor Bernard called the public hearing on the garbage rate increase to order at 7:20 p.m. The purpose of the hearing was to hear public comment on the proposed increases. There was no correspondence on the matter.

Mr. Swanson distributed an amended attachment A in which the 90-gallon commercial cart rate was different from that in the packet.

Mayor Bernard noted Metro recently adopted an ordinance that required businesses to recycle a larger percentage.

Ms. Herrigel responded Metro Council was considering an ordinance, but it had not been adopted. The proposed City Council resolution would increase residential and commercial garbage rates to reflect increases in fuel rates and disposal costs and to achieve parity with Clackamas County rates and increasing miscellaneous drop box fees to reflect those increases. Each year the City received information from franchised garbage haulers on how much was spent and how much revenue was taken in. The information from the seven different companies was consolidated to make sure the combined system had an adequate rate of return. According to City code the rate of return range was between 8% and 12%, and the target was 10%. Generally speaking if the rate of return was around 10%, the haulers did not request an increase unless there was something specific coming up or something extraordinary was anticipated like fuel costs or Metro trip fee increases. This year's rate of return for consolidated system was 8.41%, which was fairly low. Metro was increasing its disposal facility tip fee by \$4.61 per ton. Fuel costs increased about 60% over the past year, and something like that was anticipated over the coming year. Parity issues were considered, and rates were modified. She proposed an increase of commercial and residential rates to reflect the increases just described for the Metro tip fee and fuel and in some cases to reach rate parity with the County. Some miscellaneous drop box fees needed to be modified to reflect fuel increases and to address parity. The County adopted these same rates on July 31. Attachment A as amended showed a rate for the commercial 90-gallon cart at 30-cents less.

Councilor Barnes thanked the haulers who helped out every year with the City cleanup. Last year when the Council adopted new rates she personally realized she had to find a way to reduce waste. Instead of using the biggest can available, she went to a much smaller size and was recycling more. She hoped people realized they could

do something similar. Overall her rates had dropped because she was no longer filling the monstrosity that she filled for the sake of filling. She took time to think it through. She asked why commercial was less than residential.

Ms. Herrigel replied yard debris collection was not included in the commercial rate.

Councilor Stone said the Council raised rates last October. Seeing that we were well underway in 2007 were there any projections for 2008.

Ms. Herrigel replied the projection was 9.06%.

Audience Testimony

- **Bryan Dorr, Milwaukie**

Mr. Dorr knew a fuel surcharge was part of the resolution. Diesel fuel prices at were \$4.75 per gallon. What if prices went down to \$3 and then went back up to \$3.25? The haulers may want an additional fuel surcharge. He wanted some kind of language regarding implementation of fuel surcharges.

Correspondence: No.

Additional Staff Comments

Ms. Herrigel appreciated Mr. Dorr's comments. It was not a surcharge but an anticipation of increases. The haulers provided this financial information on an annual basis, and a rate consultant could be hired to go through the financial report with a fine-toothed comb. If any of the anticipated costs did not reach their potential, then they would be adjusted back down. In addition to fuel and tip fees there were also insurance, labor, and equipment increases. It was all reviewed on an annual basis, and if rates of return were higher than the range they could be adjusted down.

Mayor Bernard understood there was no specific fuel charge anticipated. He commented this was one of the most highly regulated businesses he had seen and noted health insurance for his own employees went up 27%.

Mayor Bernard closed the public testimony of the hearing at 7:37 p.m.

It was moved by Councilor Chaimov and seconded by Councilor Stone to adopt the resolution increasing residential and commercial garbage rates to reflect increases in fuel and disposal costs and to achieve parity with Clackamas County rates and increasing miscellaneous drop box fees to reflect fuel prices with amended attachment A. Motion passed unanimously. [5:0]

RESOLUTION NO. 73-2008:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, INCREASING RESIDENTIAL AND COMMERCIAL GARBAGE RATES TO REFLECT INCREASES IN THE FUEL AND DISPOSAL COSTS AND TO ACHIEVE PARITY WITH CLACKAMAS COUNTY RATES AND INCREASING MISCELLANEOUS DROP BOX FEES TO REFLECT FUEL INCREASES.

ADJOURNMENT

It was moved by Councilor Barnes and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously. [5:0]

Mayor Bernard adjourned the regular session at 7:40 p.m.

7198

Pat DuVal

Pat DuVal, Recorder

REGULAR SESSION

AGENDA

MILWAUKIE CITY COUNCIL AUGUST 5, 2008

MILWAUKIE CITY HALL
10722 SE Main Street

2035th MEETING

REGULAR SESSION – 7:00 p.m.

- | | Page # |
|---|--------|
| I. CALL TO ORDER | |
| Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| 3. CONSENT AGENDA <i>(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the "Consent" portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)</i> | |
| A. City Council Minutes | |
| 1. June 10, 2008 Work Session | 2 |
| 2. June 17, 2008 Work Session | 19 |
| 3. June 17, 2008 Regular Session | 30 |
| 4. July 1, 2008 Work Session | 49 |
| 5. July 1, 2008 Regular Session | 50 |
| B. Resolution Authorizing the City Manager to Execute Certain Contracts for Fiscal Year 2008 - 2009 | 52 |
| C. Resolution Authorizing a Lien in the Amount of City Costs for Abating the Nuisance on the Real Property Owned by Lisa Meidel | 54 |
| D. Resolution Authorizing a Budget Appropriation for the Purpose of Purchasing Parking Management Package | 62 |
| 4. AUDIENCE PARTICIPATION <i>(The Presiding Officer will call for statements from citizens regarding issues relating to the City. Pursuant to Section 2.04.140, Milwaukie Municipal Code, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and return it to the City Recorder. Pursuant to Section 2.04.360, Milwaukie Municipal Code, "all remarks shall be directed to the whole Council, and the Presiding Officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.)</i> | |

5. **PUBLIC HEARING** *(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)*

Garbage Rate Increase – Resolution (JoAnn Herrigel)

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6. **OTHER BUSINESS** *(These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

Council Reports

7. **INFORMATION**

- | | | |
|----|--|-----------|
| A. | Riverfront Board Minutes of July 1, 2008 | 75 |
| B. | Center Community Advisory Board Minutes June 13, 2008 | 82 |

8. **ADJOURNMENT**

Public Information

- Executive Session: The Milwaukie City Council may meet in executive session immediately following adjournment pursuant to ORS 192.660(2).
- All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions as provided by ORS 192.660(3) but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- For assistance/service per the Americans with Disabilities Act (ADA), please dial TDD 503.786.7555
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.

Stauffer, Scott

From: cyndia@ccwebster.net
Sent: Thursday, February 07, 2008 2:38 PM
To: Barnes, Deborah; Stone, Susan; Milwaukie OCR
Cc: baartzbowman@yahoo.com
Subject: General Health Effects of Transportation Noise

Dear Ms. Barnes and Ms. Stone,

At the last City Council meeting I said that you could find the document on the General Health Effects of Transportation Noise by looking up that title. The first possibility that came up when I did so only was one page, so I'm sending you the actual website for the full document:

http://www.fra.dot.gov/downloads/RRDev/Health_Final.pdf

If you look on page 22, that is where it mentions the effects on learning.

These effects are especially concerning for younger children, who are the most vulnerable because their neurological (sensori-motor) system's forms and organs are still in the process of being created (birth through seven).

It, however, is still problematic for older children/students as well, as it interferes with their abilities in processing information. The document mentions studies in one area where this is so, "learning to read".

The best mitigation (protection) of children from the noise of transportation is to locate the alignment further away.

Thank you for your interest and consideration of this.

Warm Regards,

Cyndia Ashkar

Stauffer, Scott

From: cyndia@ccwebster.net
Sent: Friday, February 08, 2008 2:34 PM
To: Stone, Susan; Barnes, Deborah; Milwaukie OCR
Cc: baartzbowman@yahoo.com
Subject: correct pg # for Effects of Transportation Noise doc.

Oops...

I erroneously stated that page 22 was the one that cites effects of transportation noise on learning...it is actually page 14 (which is the 22nd page if you aren't looking at the numbers...)

Regards,

Cyndia

3.
CONSENT AGENDA

MINUTES

MILWAUKIE CITY COUNCIL WORK SESSION

June 10, 2008

Mayor Bernard called the work session to order at 5:32 p.m. in the City Hall Conference Room.

Council Present: Mayor Jim Bernard and Councilors Deborah Barnes, Greg Chaimov, Joe Loomis, and Susan Stone.

Staff Present: City Manager Mike Swanson, Community Development and Public Works Director Kenny Asher, Police Chief Larry Kanzler, Planning Director Katie Mangle, City Attorney Bill Monahan

City of Milwaukie-TriMet Umbrella Agreement for Transit Improvements in Downtown Milwaukie

Mr. Asher said the purpose of this work session was to talk about a memorandum of understanding (MOU) between Milwaukie and TriMet regarding interests and concerns not only about a light rail project but old issues as well. All of those things because they were part of one system tended to fit together. It was hard to figure out one without figuring out the whole bunch. They began 9 months ago working on the whole bunch. They were at a point where they could share a draft agreement in the hopes of getting as much feedback as possible. As the calendar goes in wanting to address these things prior to the action on the locally preferred alternatives (LPA) and his vacation schedule, he and staff were hopeful that Council would be able to take action on this item at the regular session next week. Because he heard the Council say that they very much wanted a chance to discuss the draft agreement prior to taking action, they set this meeting. He appreciated Council agreeing to this work session. He knew that other staff that worked on this agreement appreciated it as well. Chief Kanzler was here to talk about safety and security as well as Ms. Mangle to discuss bus operations. Mr. Monahan was here sitting in for Mr. Ramis who helped draft the latest version and worked with TriMet's general counsel. When he got into the format of the agreement then Mr. Monahan could address that.

This was an agreement about agreeing to stuff in the future. There were a couple of good reasons for that. It covered far too much to be anything other than a roadmap. First, he saw no less than 11 future agreements between Milwaukie and TriMet that Milwaukie wanted to have in place before things are built, improved, or changed. One reason for the format was the breadth. The second reason why it was an agreement of future agreements was because of the point in time at which we were. We did not know enough about any of the things to begin to nail down the last detail about what we will insist on having happen. He thought that TriMet felt that way even more than the City did. All of the agreements were predicated on a light rail project going forward. There was no recommendation on an LPA from any group yet. The Steering Committee would be making a recommendation on June 24, and Council would be acting on that recommendation next month. The agreement anticipated that project, and he believed it was important. It did not mean to presume that light rail was a done

deal. It was only to say that if light rail were to come to Milwaukie this was how we wanted to cover our interests. Those agreements were a light rail funding IGA, which needed to happen later this year if the light rail project went forward. The establishment and operation agreement on a south precinct. A light rail security operations plan, which would be about the project and not about the precinct. A design and construction intergovernmental agreement (IGA). A conduct of construction agreement between TriMet and its contractor, which would cover how the construction would impact the businesses and schools and mitigation measures. A project maintenance agreement. The Final Environmental Impact Statement (FEIS) was yet to be done, and that would discuss in more detail the mitigation issues that are referred to in the agreement. A quiet zone application to the Federal Railroad Administration (FRA). A parking agreement if there was a downtown parking structure. A bus stop shelter area agreement, which would begin to dissolve the transit center and improve it. A joint development agreement which would help Milwaukie use land that TriMet bought to construct the project and turn it back to the City for redevelopment. When thinking about any of those 11 we do not know enough yet to be able to go into great detail about what the binding agreements should entail. They did know that all 11 were really important to integrating light rail into this community as comfortably as possible so that the design and operation did as little harm to businesses, schools, and neighborhoods already here and did as much for downtown as possible. He believed the project could do a lot for downtown.

The agreement had 6 main sections: local match, safety and security, design, engineering, construction and maintenance, mitigation measures, transit facilities and programs, and joint development. TriMet had come a long way in making this form of an agreement. While the MOU was a statement of intentions there was plenty of contingency language about doing things with a lot of latitude provided for TriMet, but it was a statement of what they intended to do. When they were sitting at the table with TriMet looking at versions of the agreement City staff continually said that TriMet needed to step up and indicate what it intended to do. The response that they initially heard back was that they did not do that and they did not want to be caught over promising and under delivering. They did not want to give the wrong impressions about what they were capable of doing. There were so many things they did not know. His message back to them was that was not good enough. TriMet needed to say what it intend to do. Although the agreement was non-binding it was our attorney's opinion that it ought not be binding due to the breadth and the timing issues, but that as a statement of intent it was TriMet publicly stepping up acknowledging and agreeing to certain things.

Mr. Asher walked through the agreement. Match commitment: both parties acknowledge that there was \$250 million at stake and that was the state's contribution. It was important to remind ourselves that in everything that we did we were trying to leverage other investment and this was a huge leverage opportunity for the City. The parties agree to baseline funding which was \$5 million for Milwaukie and \$30 million for TriMet. He said baseline because he would like to see TriMet put more into the project, and he did not want to see the City put in any more in the project. It said that the amounts would not be determined for a while; nevertheless, he was trying to highlight for Council and the community. It was important for everyone to understand it was a big, sizeable contribution for the City, but it was also an unheard of leveraging opportunity where \$5 million could help bring in an additional \$1.2 billion.

Safety and Security: TriMet acknowledged that they did have increasing responsibilities and that they must do more in Clackamas County. At first they did not want to acknowledge that, but they did. They acknowledged that they did not have the proper number of officers, and that the agency was planning for more officers. They agreed to better coordinate with local law enforcement by incorporating a forum, which would be set up before the green line opened and that was a precursor for what would be the South Precinct. The forum was TriMet's effort to begin to do better law enforcement coordination around Clackamas and the existing bus situation in the downtown and the future Milwaukie-Portland light rail. They agreed to establish a South Precinct, and it would be open prior to Milwaukie light rail. TriMet agreed to let Milwaukie public safety officials influence the project at every stage. TriMet agreed to security cameras and lighting at all stations and all park-and-rides. TriMet agreed to work with Milwaukie schools and neighborhood districts on safety near light rail.

Design, engineering, construction, and maintenance: TriMet acknowledged the City's concerns were unique given what a small community we were and the small downtown we had. They further acknowledge that Milwaukie did not want additional transit infrastructure in the downtown if we did not have to have it. Mr. Asher thought Milwaukie had prevailed on that point. Milwaukians always talked about how TriMet had never done a project in this kind of community before. He read in this agreement that TriMet was saying that were right. As a result they acknowledged that this community was going to have the opportunity to participate in the design of this project and that the staff would have an opportunity to influence the design of stations and park-and-rides and that would all be formalized through a design and construction IGA. In addition, they would provide staff with an FTE beginning with the FTA's approval of preliminary engineering. It would still be hard for staff to manage the project, but there was no way they would be able to do it without the project paying for a person to be here in Milwaukie to staff the project daily. He mentioned the conduct of construction plan, which was the place where our schools, business, and neighborhoods could influence when and how the project was constructed and how those construction concerns were being addressed. There would be a maintenance agreement because his staff had repeatedly asked once the project was built who took care of the platform and planting strips. That needed to be worked out, and TriMet agreed.

Mitigation: They had best efforts language that addressed the concerns that Milwaukie had raised regarding safety and security from schools, freight access north industrial, noise and vibration, and traffic. TriMet had agreed to exert its best efforts to mitigate the impacts to Milwaukie. He felt that was significant because TriMet tended to stand behind the federal government. They tended to only mitigate those that the federal government found significant. In the agreement the City was saying that was not good enough and TriMet may need to mitigate impacts here in Milwaukie that we think are significant that the federal government does not. This was one of those areas that they cannot just say yes to that. That would not happen, but they did acknowledge that they would not just stand behind the federal government, and TriMet knew what those mitigation concerns were. In addition, they would work with the City on a downtown quiet zone, and they pushed for stronger language in that section. They said it had to be a quiet zone, or they could get a waiver from the FRA and get the same effect.

Transit facilities, amenities, and Programs: There was acknowledgement that any of the park-and-rides that were built either in the City or not would have an

impact on Milwaukie. The one in the downtown would have to be special with mixed use and structure that could be shared. There was language regarding the layover and transit center history and the City's TSP update, which insisted on dissolving the transit center. That was the section that said by the end of the year we would get to a bus stop shelter agreement that committed real money to a real project to go to construction in early 2009 that would move buses off of Jackson Street and put them on 21st Avenue. Also, to design and build curb extensions and use high quality shelters, lighting, seating, and transit tracker to make the downtown transit facility what it needed to be. They still did not have an answer on the layover matter, but in the agreement TriMet committed to further reduce the number of bus lines that needed to lay over downtown. With the opening of the green line we were down to just 2 lines, which were high frequency but were making progress towards minimizing the effect.

Joint development: TriMet acknowledges that enhancing Milwaukie vitality and viability as a town center was a basic project goal. It had always been a basic project goal for him. Light rail had a land use impact that was positive for a place like Milwaukie that was trying to revitalize and trying to raise property values. Joint development ended up being really important because this was one way to get control over property, as TriMet would have to buy some sites to stage construction. Once the project was built TriMet had an option of what to do with those properties, and they were saying early on that the City would develop them and they could not do that without TriMet. TriMet had to be a partner because the FTA had to approve anything done in that situation. Some of the sites were really critical. They had named 3: The triangle site, which was one of the only vacant pieces in the downtown, Cash Spot had potential for parking and mixed use, and the Bishop site was a redevelopment opportunity just south of Tacoma. There was language about the historic ODOT site.

In summary they had a lot of issues about the Environmental Impact Statement (EIS). The question was what to do with all those issues. This was an attempt to put the issues on paper that TriMet signed off on to use as a framework for addressing Milwaukie's concerns. He felt it was useful for the community. He had worked hard on it, along with others, because they thought it was useful for the community. If it was not useful he was sure they could put the brakes on it and bring it back later. This was less comfortable for TriMet than for the City. The idea was to make it useful for the City as it entered into a new partnership with TriMet. We had all of these changes that seem to be moving toward downtown Milwaukie, and they wanted to get it right this time.

Mr. Monahan stated Mr. Asher and Mr. Swanson brought this to a great stage continuing to bring issues to the attention of TriMet. They continued to try to get TriMet to acknowledge Milwaukie as a partner and to get this level of commitment. Mr. Ramis said that in 20 years' experience with TriMet he had not seen TriMet come to this level of commitment this early in the process or at all. Historically, TriMet did not want to put great detail into agreements prior to the SDEIS. In many cases the level of detail that was in this agreement had not been reached until issues had to be raised at a stage of litigation. What the City had achieved was an MOU that may be aspirational, but it had more detail of the commitments and the issues that Milwaukie wanted addressed. TriMet had recognized Milwaukie as a partner. They were saying Milwaukie's issues were valid and they agreed they needed to be addressed to make the project successful. They had identified in detail 11 potential agreements that needed to make this project work. This was really a great achievement, and TriMet had stepped out of its comfort zone. The City stayed solid in its commitment

throughout the process, and the MOU reflected that. Mr. Ramis was confident that the work done had laid a framework, and everyone would understand what needed to be done.

Mr. Swanson added that this had been a 9-month process, and he and Mr. Asher were the first 2 people who warned TriMet that they had a security problem last year. Three drafts ago Mr. Asher had spent a lot of time working on one that consisted of 9 pages, and he thought it was well done. When they got it back from TriMet the document basically consisted of 2 pages. This was the result of staff putting up a wall and telling TriMet what was expected. There was no magic in this. The magic would come in the future. He cited the 1983 transit center agreement. It was still a temporary transit center was because TriMet had not converted it into a permanent facility, and the City did not take action. He thought that in order for this to work the City needed to be on top of things. He felt that TriMet fully expected that because over the last 9 months City staff had not stood down. TriMet did not need this agreement and would be happy to walk away. It was to the City's benefit if the City was willing to take action and continue to get things done. Mr. Asher and the general counsel did a great job of working with TriMet and not allowing them to push the City around. A lot of this was due to the fact that the last couple of meetings with Council the message was clear. That had been a big support as staff sat down with TriMet.

Chief Kanzler had been outspoken in the need for public safety. He presented the Mayor with crime stats from last year and it was down another 28% or a 56% reduction over the last 3 years. They had worked hard at that and he did not want to lose the City's position on confronting crime without a response plan. He presented Mr. Hansen with a document identifying what he believed TriMet should work toward. He had a meeting last week with members of Clackamas County who are now starting to embark on the road of what they would do for public safety and their presence with the Clackamas Town Center line that would open up in September 2009. They were starting late in the process. Milwaukie had come a long way. When they started the dialogue about public safety and the transit response plan they had 24 active sworn police officers. On July 1 they will have 36. When he came to Council with funding plans to add to the Milwaukie police department it was always robbing from Peter to pay Paul. The same problem applied to TriMet. They did not have a big bucket of money to fund new officer positions, so they had been creative by going to the legislature and had worked with their own internal budget process to create more positions. There were relying on Milwaukie to provide 2 more positions, and they would backfill our positions by paying the City. They understood the oversight of public safety response for the 600 square miles that they operated in needed to have an oversight board of the affected partners. TriMet agreed to that. TriMet was in the process of developing that governance. They had agreed to a South Precinct after just recently agreeing to an East Precinct, which would be beneficial to the Clackamas Town Center Line and Milwaukie. He had offered the Milwaukie Police Department as a staging area for that precinct, and the sheriff's office had offered its north station as a staging area. There were locations already identified to house the unit. For them to be able to look in a crystal ball and say how many people we would need was an unreasonable stretch because we did not know the impacts. The number of ridership on the transit system now was almost at capacity as gas prices increased. As we see gas prices increase we will see demand for ridership also increase. The crime rate that had been the subject of so much media criticism was not at the forefront it had been, so their response had been strategic. He meets and talks to the TriMet commander almost on a weekly basis, and they had opened the lines of communication and

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were eager to look at problems and provide service response. They recently had a problem with our transit center. It was a prelude to what they expected for the summers, and they made 1 phone call to the TriMet police department for help. Step on it before it got out of hand. The next day they had 6 TriMet officers working with Milwaukie to eradicate the problem. They were able to eliminate the problem, and it no longer existed. They have made a commitment, and they had a new TriMet commander who was committed. The lines of communication were now open with the general manager to address problems and concerns. They had made huge progress.

Councilor Stone said she remembered they had this discussion a year or 2 ago, but she asked Chief Kanzler if we needed to fund additional officers who would pay for that. She recalled his saying hopefully TriMet would. Where in this agreement did it address additional police security and TriMet footing the bill?

Chief Kanzler replied that TriMet had committed to operating a South Precinct, which was TriMet's endeavor and funded by TriMet. They had currently added 2 officers to TriMet to supplement their work force. They were paying Milwaukie for 1 supervisor and 1 patrol officer. Milwaukie had an investment in TriMet's success, and TriMet had an investment in Milwaukie's success more so than we had before.

Councilor Stone asked if it was the Chief's understanding that when they opened the South Precinct they would be committed to paying for the officers needed.

Chief Kanzler said in the Gresham area the East Precinct needed 8 officers. They now had 5-6 officers on the west side to deal with the Beaverton area. That was an increase from 24 to 36 officers.

Councilor Stone asked what that meant on any given 24-hour period. How many officers would be on duty?

Chief Kanzler replied it depended on how they staged the officers. He just received the new TriMet police shift configuration, and the majority of their personnel were on in the afternoon through midnight when most crimes were reported. It was a departure and a change to the better. It aligned the staffing to when the crimes had been reported. It would be a more proactive workforce. In discussions with the TriMet commander he anticipated overt and covert operations.

Councilor Loomis appreciated Chief Kanzler's candor early on which he felt made a huge difference.

Chief Kanzler said it took a lot of hard work on many parts, and TriMet had moved forward in a positive way to solve that problem. The new chief understood the issues and his opinion was the best tactic to use was officers to deal with the problems rather than negotiate the problems away.

Mr. Swanson said it was obvious for those at the meeting who heard the Chief read his recommendation that the TriMet's general manager was not exceedingly comfortable or happy. Chief Kanzler said he was meeting Mr. Hansen on Thursday, and that was their second meeting. He felt there was a lot to be gained.

Councilor Barnes said part of the MOU said Milwaukie also sought to enhance security measures on TriMet's transit system and the project. What should be done to enhance security measures that Milwaukie?

Chief Kanzler replied if the South Precinct ended up at Milwaukie police department, the officers would have day-to-day contact with those assigned to TriMet. The lateral communication between the two workforces would be ongoing. If the precinct ended up being in the north station of the Sheriff's office then there would have to be some coordination with the representative. The shift supervisor from Milwaukie and the shift supervisor from the transit police would have to develop some level of communication where they could contact each other on a day-to-day basis. They shared the same radio frequencies, and they would have patrol officers working in the same area. Cops worked best when there is one on one communication.

Councilor Barnes said she had been concerned about security cameras, but the MOU just said TriMet would install security cameras. What happened with the feed and how was it monitored How to we keep an active eye on things that are going on?

Chief Kanzler said the cameras were never designed to keep an active eye that was present all the time. TriMet's system did not do that now, and the only system he was aware of that had that capability was in London. It used some profiling data, but the US was not there. TriMet recorded CCTV lines and currently that was the only thing available to go back. It was post-event. If they used global viewing of different CCTV locations it took 1 hour to make the complete loop through all of the cameras. It was not designed to be an active monitoring system; it was designed to capture, record, and if event took place at a station it captured data and became a law enforcement process. It was all that we have available. He made the recommendation for TriMet to look at the biographic equipment used in London, but it was just not here yet. There was nobody installing or using it here in the US. Our Homeland Security Response Plan was using it and running it in London.

Councilor Barnes suggested using something like the ODOT system that focused on key areas so they could pull up what was going on at that site.

Chief Kanzler said they had limited staff to watch the cameras and monitors. In general they capture and record everything. It worked on a global basis unless they had something specific that they targeted.

Mayor Bernard discussed reality TV in brewpubs.

Mr. Asher said he thought the interest Councilor Barnes expressed was deterrence. TriMet said the deterrent was not the cameras but the station design and law enforcement presence.

Chief Kanzler added with cameras being monitored you needed a response plan and someone ready to go when something was triggered. The respondents had to be within a reasonable proximity to the occurrence. The best deterrent was plainclothes police officers. When they pick someone up the word spreads fast. People would go somewhere where they would not be observed; they would see out a soft spot and hide and stay there. If the TriMet police unit continued the same strategy as they had described to him we would see both plainclothes and uniformed officers on and off of the transit system. In Gresham there would be officers assigned to the different rail lines as they came in and out. They would be in plainclothes one day and uniforms the next. People would not know who they are. As crimes were perpetrated they would be apprehended at the time the crime is committed. It would make everyone who uses the system feel a lot safer and it would make the bad guys less comfortable because the chance of someone being there was very high.

Mayor Bernard asked if a structure could be built at the end of the line for officers, and if that could be the precinct station.

Chief Kanzler replied it was called a community policing office. It was just a contact location where officers could go and make phone calls or write reports and notes. Hillsboro currently had a community policing contact office at the end of their line where police officers write reports, made contacts, or where people turn in lost items. It was a presence where you could usually find someone, and he would think we would have something like that here as part of the design process.

Mayor Bernard said that was something he would like to see that in the agreement and asked if it would have bathrooms.

Chief Kanzler replied one would want to have that facility near the bathrooms to dissuade bad behavior.

Mr. Asher added bathrooms would depend on Milwaukie's being the terminus.

Councilor Stone commented she did not think it was a bad idea to use as an adjunct to having police officers. If there were a web cam set up it would be more eyes. Everyone had a cell phone maybe we needed to add that to the enforcement.

Chief Kanzler agreed and thought that would be very innovative.

Councilor Chaimov asked some clarifying questions about what was coming up. What event was happening on June 24?

Mr. Asher replied the June 24 action was the South Corridor Policy Steering Committee recommendation for the LPA. Mayor Bernard was on that Committee, and the Milwaukie City Council would hold hearings on July 14 and 15.

Councilor Chaimov hoped Mr. Asher would not take his reservations about the agreement as reflecting anything less than admiration for the excellent work done by Mr. Asher, Mr. Swanson, Mr. Ramis and Mr. Monahan in bringing TriMet this far. His main issue was whether it was possible to bring TriMet far enough after being stiffed on Southgate. He had been looking for actions by TriMet that established that the residents of Milwaukie could trust TriMet to manage the light rail project in a way that operated in the City's best interest. He was hoping the MOU would be that action, and in his eyes it was not. He heard from TriMet that the Southgate project was a commitment and he understood TriMet was providing its best effort to make that transit facility something the City could use and use promptly. When he read the MOU, saw best efforts, and heard a discussion of this being a level of commitment by TriMet he had a hard time appreciating that this MOU would get the City anything more than what it got with Southgate.

Mr. Asher appreciated Councilor Chaimov's comment because many people shared it. It went to the heart of the issue, which was trust. Some could look at the agreement through both lenses. One could look at all of the positive statements and say that TriMet was affirming a commitment to do right by Milwaukie. They had discussed the mitigation issue. TriMet really did not want to offer up any additional mitigation than they would have to. He saw them having moved to acknowledging to offer assurances to the community that they would design and build the project in a way that did right by the community. He could see that positive language in the mitigation section because it was not in the mitigation section before. He saw movement. He could also read that

agreement to see all of the caveats because those were in there to protect TriMet interests. TriMet understood that no matter what Milwaukie wanted out of this agreement it was a municipal corporation that had interests to protect. The agreement did not get to the trust issue because it could be read both ways. He was personally willing to forgive TriMet for its sins because he had come before Council. To him and they had admitted their performance on the transit center downtown and Southgate was not acceptable. He saw this as an effort to right that wrong and to take a positive step forward. That was his opinion and he thought if we were going to accept light rail into the community we needed to have a certain level of trust because there was nothing else that could replace it. There was no way to do a project like this with a regional agency like TriMet and have it drawn up in blood and that every concern that Milwaukie had now would be addressed to Milwaukie's satisfaction at this stage. He empathized with the concern but having the front row seat he saw movement and earnestness. He heard a tone of humility that we had not heard from TriMet before.

Mr. Swanson said after many years of dealing with TriMet and Metro he thought we would make a mistake if we did not look at the fact that we stood in a different position than they did. TriMet's interests were going to always go to the regional side of things. Milwaukie had local interests. Our job was to defend local interests. Chief Kanzler's letter was the only law enforcement official at the meeting that offered any suggestions to represent local interests. He was always reminded in dealing with our regional partners of President Regan and his comment on dealing with the Russians, "Trust but verify." He thought that was exactly the way Milwaukie had to deal with it. They were good people to work with, but their interests were not necessarily always the same as ours. If we wanted our interests pursued we had to pursue them with a great deal more vigor. That had been the difference, and a great deal of it was Milwaukie's responsibility.

Mr. Asher added if there were specific shortcomings in any of the sections he would like then pointed out tonight or soon.

Councilor Chaimov said the term non-binding came to mind.

Mr. Asher had a conversation with Mr. Ramis about that very point. He was not a lawyer and originally drafted the document as an IGA and the difference was the binding nature of it. Mr. Ramis's counsel was that we could call it an IGA, but it was really an MOU. It had to do with the breadth of things and the level of specificity.

Mr. Monahan said it was non-binding in the sense that was the level of agreement and a memorandum of understanding of things to come. What had been achieved in the MOU was to identify in greater detail than TriMet at an earlier stage was willing to agree to of what those other agreements were going to be. TriMet did not have enough information at this time to commit to the details of any one of those agreements. He did not think the agreement by being non-binding in any way removed the obligation that TriMet in good faith had to follow through and work with Milwaukie to develop those 11 agreements. It was incumbent upon the City to hold TriMet's feet to the fire as Chief Kanzler had by developing the 7-page letter detailing the security measures. It was up to the City to be proactive and bring the information that it wanted in those agreements. It would be more difficult for TriMet to react, object, and divert attention if the City was working in a very positive way to force them to the table on the 11 agreements.

Mr. Asher referred to section 5 because he thought it was a good model. It was the section titled transit facilities, amenities, and programs. It was a section that always had a lot more detail in it than any of the other sections because it dealt with a current situation. This was the one that stuck out because all of the other sections were looking years ahead, but this one was current. One of the things they asked for in this section was a definitive date by which they would have a binding agreement on the transit center issues, and they got that. That was the model he saw as milestones were passed and set up future binding agreements.

Mayor Bernard commented that we have \$325 million riding on this project. We were in a better position than we have ever been.

Councilor Chaimov was operating under the assumption that the South Corridor Steering Committee would offer the Council for its consideration an alignment that was the Tillamook alignment going to Park Avenue. Assuming that was the case, did the Council's approving the Mayor's execution of this MOU before our vote limit them in any way in the position that they could take on that recommendation.

Mr. Asher replied that he did not believe so, and he had been cautious. Similar to the station decision it was critically important not to be. You would see language in this agreement for example in the section on design of the facility on page 3. In the background section there as a sentence that said parties understood that the presence of light rail in downtown Milwaukie caused unique concerns in that Milwaukie desired to maximize downtown real estate for transit-oriented development and desires to locate light rail support infrastructure such as sub stations, operator break rooms, surplus storage track for trains in such a way that these facilities are integrated into the surrounding environment to the extent practicable in light of other project goals and funding limitations. That language was in there in event that we had to contend with the Lake Road terminus. There was no language in the agreement leaning one way or the other toward what must happen. Another example was the parking structure. There was language that talked about what kind of parking structure, and in one of the meetings with TriMet they said they did not know if they would be able to or need to build that parking structure. They said couch it then in language that said if the parking structure got built then it had to be done a certain way. He thought the Council was leaving itself open to make any determination on the alignment. This agreement like the station discussion tried to anticipate either alignment.

Councilor Chaimov asked if the same was true for the \$5 million.

Mr. Asher replied it was. There had not been any discussion at the Steering Committee or anywhere else that would say that Milwaukie would be able to proportionately reduce its contribution to the project if the project was shorter and less expensive.

Councilor Chaimov asked assuming the Council voted to have the Mayor enter into MOU could it then later say it did not want to pay the \$5 million?

Mr. Asher replied as he wrote in the staff report under the fiscal impact he believed that this did begin to take Milwaukie down that road. He thought it was a statement of intent like every other section that said the City intended to make a contribution to the project itself. All of the sections and commitments were made all along the way including the financial commitment with presumption light rail would occur. There was comfort for him was the whole thing was premised on light rail happening. He acknowledged that he did think it was an action that

moved the community and City Council closer to a more proactive stance toward light rail and more accepting of the light rail project.

Mr. Monahan said it came under the tile of understandings regarding the \$5 million and said Milwaukie expected to contribute \$5 million and TriMet expected to contribute. It was a commitment in sense that the City was saying if this goes forward in a successful manner and if the other elements of the agreement were dealt with properly by both sides, it was a commitment. Milwaukie had the ability if TriMet did not follow through on its representations. The \$5 million was an expectation. The City was making a commitment and expectation that TriMet would meet at the same level of trust and follow-through.

Mr. Asher said this language was helpful for TriMet. He had not talked about the language where they had pushed. Of course, nobody worked on an agreement unilaterally. In actually getting to an agreement you get pushed back because it was a 2-way street, and he thought this language was important for TriMet to know that they had a partner in this that was looking forward to a future with light rail and was willing to step out and make some commitments that were useful to the regional agency.

Councilor Stone heard from Mr. Swanson that TriMet did not need this agreement. It was unusual for them to have this type of agreement, and she agreed. They did not need this agreement, but what they needed was the City's cooperation so that they could use our town for light rail. She would love to see the City move forward united, but for that to happen for her and many constituents it needed to go to a vote of the people. She had been saying that and would continue to say that over and over again until it happened. In the MOU we were being asked to commit \$5 million of our meager budget, which was a large slice of our budget comparatively speaking. She thought it would be better for everyone to go forward in united manner through a vote of the people. Milwaukie was in the driver's seat, and we needed to realize that it was because TriMet needed Milwaukie for its vision. They needed the real estate and needed the taxes. She was concerned in the MOU looking at the language regarding the transit center not really moving it out of the heart of the downtown. They still own Southgate, and she did not want to commit to something that displaced what we already had just a few blocks away. It did not do a whole lot by having the bus layovers in downtown Milwaukie. When Mr. Asher was talking about the 11 future agreements at some point it would be helpful for her and the rest of Council to have what they were and related timelines. Bus layovers were a big thing because it did not appear by language that it would move from the heart of downtown. She was also very concerned about what was on the board in terms of alignment. They had talked about and there had email going back and forth about having the terminus at Park, but that was more expensive. She thought that would never happen and would end up in Milwaukie. She did not think we could really feel what it would mean for light rail to come through our town. The enormity of that train even with a quiet zone was a huge disproportionate structure coming through and interrupting the livelihood of people of downtown and in Historic Milwaukie and Lake Road Neighborhoods. She was passionate about the Neighborhood Associations and believed in strengths that they bring forth. We had 2 Neighborhood Associations that would be more impacted than the rest of them, and she thought we all needed to band together and help support them. There had been a lot of concern and discontent about the fact that light rail may come. She felt like they were not being listened to. They were not listened to when they brought forth the request to look at another alignment and

put it in the SDEIS. It just did not happen. She felt they needed to put it to the voters before going one step further.

Councilor Loomis said as he sat and listened he had become more uncomfortable. He felt pretty good about it. The only issue for him was the \$5 million, and he would not support that. We did not have the money and would have to borrow it. He could think of 2 projects that had regional benefit and were a greater benefit to Milwaukie. If he were to support borrowing, it would be for Riverfront Park and removal of Kellogg Treatment Plant. He had always believed that there were a couple of groups in town: one that was really passionate about light rail and thought it will turn the town around and be a godsend. The other group thought it would turn Milwaukie into a slum ridden with crime and would ruin the City. He thought the answer was in between. If done right with security, it could benefit the town. He felt the majority of the people in town would say as long as you take care of that and I do not have to write a check they were fine. They would have to write a check with the \$5 million. Unless there was some imaginative way this came about, he could not see himself voting in favor of it. The parts that are making him really uncomfortable tonight was that he heard things like “hold their feet to the fire” and “defending local interests.” That was an uncomfortable partnership. It was a regional benefit to everyone, and we were part of the region. A regional partner to him was one that would take local interests into consideration seriously. We should not have to defend anything and should be working together to make this the best project for the region and for Milwaukie. He was really disappointed in himself for not advocating stronger for McLoughlin Boulevard, which would have been the alignment of the best benefit to Milwaukie and Riverfront Park. He was not as worried until he heard those words tonight about mitigation. He wanted more commitment from a partner.

Mr. Asher asked if there was a financial contribution Councilor Loomis would support, or was he saying the right contribution from Milwaukie would be \$0.

Councilor Loomis asked how much cities had contributed in the past?

Mr. Asher replied a lot more than \$5 million. Those cities were much larger and the contribution was proportionate. The total project cost was \$1.2 billion, and \$5 million was a fraction of the cost. He understood Councilor Stone was not comparing it to the size of the project but to the size of the City’s budget.

Councilor Loomis said his answer was a \$0 contribution.

Mr. Asher felt bad if Councilor Loomis had the impression that we brought TriMet along kicking and screaming and that it was not a good partner. He heard Mr. Swanson say that TriMet was a regional entity whose business was transportation, and as a result they were going through communities either on roads in buses or on rails. They were probably the best transit agency in the country for going through communities sensitively and progressively with an eye toward going through effectively. Effectiveness meant looking for positive advantages, and this light rail system was the envy of most cities in the country. More and more cities were turning to light rail as an alternative; it was popular. He thought TriMet was a good partner and felt that showed in the agreement. People paid taxes all over the region so that TriMet could provide transportation. Perhaps there needed to be some kind of uneasy coexistence, as we knew better than anyone here in Milwaukie. He was confident the TriMet staff had enough experience and good will despite their missteps in Milwaukie that would by virtue of the agreement form a partnership to do this right. When we said look at McLoughlin and Main Street last year they were right there and spent a ton of

time and hired consultants and stopped what they were doing for 8 weeks to look at those options. Milwaukie came in with a last minute request to study something that had not been studied enough before. TriMet had a checkered past with us for sure and even in this agreement you could look at it as something that was non-binding and therefore not worth the paper it was written. Or you could look at it as a huge step forward as Chief Kanzler indicated they made on safety and security. He was looking at it that way, and it was not because he was a diehard fan of light rail. He was not hired to bring light rail. He was hired to do community development in Milwaukie, and he thought it was a great investment for Milwaukie not just for the downtown but also for how it repositions the City to be a partner with other regional entities and investors. All of those things needed to be factored in, and he hoped the rhetoric was not too tough on TriMet. He did not want to apologize for them, but at the same time he did not want to give the wrong impression.

Mr. Swanson was concerned because he was the one who left the impression. He was trying to say that the City and TriMet stood in different places, and if we want our interests served we must pursue and protect. Milwaukie was good at it. We cannot expect those who served on a regional basis to also take into consideration all the issues and nuances important in Milwaukie. This was the beginning, and Milwaukie had its work cut out for it to protect community interests. They had learned over the last few months that TriMet would listen, and we had gotten good at getting them to do so.

Councilor Loomis he said that we need to choose our words carefully when talking about these subjects because that was definitely the impression he got and it was not how he felt about them before tonight. He had always understood that their job was regional transportation not community development. Their job was to move people. His issue was as we make our partner aware of a situation that they would address it, but that was not the language he heard. He believed government didn't make mistakes to screw people, but made mistakes out of ignorance, and it was our job to educate them. The language should say that they would mitigate it because it was a big concern in Milwaukie and they would take care of it.

Mr. Asher added TriMet cannot just hand Milwaukie a blank check.

Councilor Loomis understood that and that all of the details were not worked out, but Mr. Asher was saying that was where the level of trust. He was getting the impression the City would have to battle, and he did not want to go into an agreement with a partner like that.

Mr. Asher said it would be better if he were not the intermediary. Mr. McFarlane would be at the meeting next week. Even before then he was sure TriMet would be willing to sit down for an hour and chose their words. Council would form a much better impression. Trust was really important because we know we do not have it. Now we have to decide whether or not this agreement combined with what Council hears from City and TriMet was enough to get to a place where we can move forward with a sizable opportunity and challenge. It was a big decision, and he did not want to have to stand in for TriMet to convince Council that they were trustworthy. He would be more than happy to arrange a meeting to help Council form its opinion.

Mayor Bernard disagreed that the community was against this project. He interacted with the community on a daily basis including hundreds of people at the Farmers' Market. He would say without question, as the price of gas rose, there were more and more people in support of light rail on a daily basis.

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Ridership was up 3%. He thought you could see it last night when people were testifying at the Steering Committee public hearing. There were 6 people that attended the Steering Committee hearing. Some were positive. Some indicated they preferred the Tillamook Branch alignment. He wanted some facts on this, but his understanding was that every dollar spent would return \$2.50 to the economy. He would like to be able to explain that. A \$5 million dollar commitment by the City of Milwaukie would return \$2.50 for every \$1 invested. What was being said was political. When he said he would have more community support if the line went to Park Avenue people listened. He sat down with numerous people, the Board of County Commissioners, Metro and all supported moving it out of downtown to Park Avenue, but we needed to figure out how to get it there. There was no guarantee if Milwaukie agreed to pay \$50 million that this project would ever happen if the ridership were not correct and it did not meet the standards of the federal government. His opinion was they have them because we had a commitment from State and JPACT and the project went away if not satisfied. Nobody could believe we got away with \$5 million. If it did go to Park Avenue Clackamas County would commit a substantial amount of money. That did benefit the region. He was working on Portland to contribute more money. They were going to work on the federal government to pay a higher percentage of the entire project. He was very satisfied that we were moving in the right direction and there is work to do. He agreed with Councilor Stone that he would like to see the timeline and what the exact agreements were.

Mr. Asher discussed the MOU timeline. The City Council would be asked to vote on light rail and needed to determine its position on the light rail project in the next couple of meetings. This was just a preview. This MOU did not have to be acted on at all. It was not his intention to confuse the issues. Was voting on the MOU the same thing as voting on light rail? In a sense it was a statement of support for the project, and the reason you would vote on it now was because he did not think the MOU would be in this form after the project was approved. We had more leverage with our partner going into the LPA decision than we would afterward. That was why it was before Council now. It did not mean the Council had to act on it. We could put it aside and try to execute it at a later date. The rest of the project did not care about the MOU very much. A light rail decision was about to get made, and that would be brought before Council in a July work session. That was a process that would come regardless of what was decided about this MOU. The region was heading toward a recommendation on Portland – Milwaukie light rail, and he was sure there was going to be a recommendation to build it. That did not mean that Milwaukie had to approve the recommendation, but he did not see another jurisdiction that would go for the no build option. That was a decision that Council could put off until mid-July. At a certain point you would effectively be sending a message to the project and partners that the City of Milwaukie did not want it. It would signal the rest of the region where Milwaukie was on light rail. It was getting down to the end of the line, and it was time to decide on not just if want light rail but on what terms were you willing to accept light rail. If there were terms under which the Council was willing or not willing to accept, then he needed to know if we were moving forward with an advance agreement.

Councilor Barnes said that we need something in writing to build on. She did not believe this was a final action, but if we went into this process with something as a foundation that was a better bargaining position. If we made the main issues very clear, then there was a focus. She recommended going forward on this MOU with specifics from each Councilor that would make sense to best represent the possibility of us going through with light rail. For Councilor Loomis

it could be the financial aspect, and for her it was the live feed cameras. The City needed a foundation and a way to move forward in a position that we knew had some bargaining power.

Mayor Bernard agreed.

Councilor Stone wanted to put it to a vote of the people to spend this money. She liked language on the final page about the parties agreeing to work jointly with ODOT to develop an appropriate end use plan for the historic ODOT building. She always thought that would be a really cool transportation museum, hub area down there if we would want to connect Amtrak one day, light rail and bus service of all kinds. That was one thing that she would really like to see also. The City used to have an Amtrak stop in Milwaukie and if this was really all about transportation it needed to be inclusive of all transportation options.

Mr. Asher heard Councilor Stone clearly that her support for the project was contingent on a popular vote.

Councilor Stone it was because it had been voted down twice, and they had heard testimony from people that they did not want light rail. Our constituents said no twice, and we are going forward because that was what government did. She did not feel comfortable in representing the constituency when they had said they did not want to spend their money this way. If they did, she would support it.

Mr. Asher appreciated how clear and consistent she had been on that. He wanted to know if there was any objection to having this on the agenda next week. He had heard Councilor Barnes say this would be a helpful instrument. He did not wish to discredit or disrespect Councilor Stone's point a view on light rail. To him that point of view on light rail made this MOU irrelevant for Councilor Stone. He was hoping she would allow those to vote for whom this had relevance.

Councilor Chaimov would be more comfortable approving the MOU after the Steering Committee recommendation. If the majority would like to see the MOU move on next week, he would make that step happen.

Mayor Bernard said he would like to see it, as it was a foundation on which to build. He would like to vote on it next Tuesday.

Mr. Asher said the theory was of maximum leverage. He was not sure that was an inalienable argument. He did not think that TriMet would begin to back off all of the agreements because the LPA agreement had come and gone. He asked why Councilor Chaimov thought it was better to wait.

Councilor Chaimov replied he saw the agreement as a step in carrying out bringing light rail to Milwaukie when he did not believe the decision had been made. As a matter of process he saw the MOU agreement as being an agreement that would be approved after a decision to bring light rail. However, if there were 3 people on Council that felt it was the appropriate time to bring it forward and it would give the City maximum leverage then he would be the fourth vote.

Mayor Bernard was confused. He thought they were talking about light rail coming to Milwaukie. He said that he would prefer the Tillamook branch ending on Park Avenue. We had been working for years. He heard from Councilor Chaimov that we had not made that decision.

Councilor Barnes said she didn't need a decision but she wanted to know where Councilor Chaimov was. She believed she heard him say he supported light rail through Milwaukie up until tonight, but she was not getting that feeling.

Councilor Chaimov he was not saying he did not support. From his perspective it was out of sequence to enter into an agreement saying assuming light rail came we would like to do it this way. He had heard from people that this was a step toward committing the City to having light rail come, and he was uncomfortable taking that step before the formal vote on bringing it here. If others on Council felt this was a good thing he would set aside his feeling that the sequence was out of order.

Mr. Asher said when we talked about the LPA decision that was an opportunity for any councilor from any city to vote up or down on light rail like a station vote. His premise was based on this Council's prior actions in 2003 and 2004 in support of the South Corridor Phase 2 project and the money that the City had poured into the SDEIS and staff time that we were proceeding down a path to bring light rail to Milwaukie notwithstanding what he thought were minority views. While it was true that there was an LPA decision coming and that was a point at which Milwaukie could send a different signal to the region it had been a premise that the City was a participant in the project and this was a continuation of prior City actions and existing policy to achieve the project.

Mr. Swanson thought he saw where Councilor Chaimov was coming from. On the first page of the MOU first paragraph A. Recitals in section B last sentence "should it be approved" should be added.

Councilor Chaimov said he would be fine if "should it be approved" was added.

Mr. Asher said his issue about the point raised earlier about getting ourselves ahead of the action being requested of Council specific to the MOU was a concern Councilor Chaimov had and would like to see addressed.

Councilor Chaimov replied yes, please.

Mr. Swanson said the project elements of this did not come into play until the jurisdictions have approved it through the LPA. He thought that was the discomfort.

Mr. Asher asked if that addressed his concern about when action is taken on this. He asked how Mayor Bernard would like to proceed. The plan was to use input from this discussion to try to get you a final draft agreement for the Council meeting next week along with an updated resolution.

Consensus was to vote on the MOU next week.

Councilor Stone asked where her issue on the vote came in? If the funding from the federal government did not come through, the project would not happen.

Mr. Swanson referred to work session page 6 C.1.B. that said, "Milwaukie expects to contribute \$5 million and TriMet expects to contribute \$30 million toward the local match. The parties will make these commitments through a funding agreement which is expected to be finalized by December 31, 2008." That said that between now and December 31 we were going to come up with and identify \$5 million. He thought at that time how that was done was very much an open question. The MOU didn't say that it was done by a vote or not it said that we expect to contribute \$5 million, but the decision on how to do that had not been made and would not be made until probably July and November. If we identify \$5 million but the Council wanted to submit it to a vote then our

agreement with TriMet would read that we would contribute if approved a vote of the people on whatever the election date would be.

Councilor Stone asked why we did not look to doing that. She would prefer to have people that were opposing and for the project to come together and that was a way to do it. Cast the net and let people vote on it and act on what they said. She read in the paragraph that Mr. Swanson pointed out and it was bothersome to her was the language that said, "The Project staff or partners may request approval of additional funding by the Milwaukie City Council." That sounded like it was committing them to more money.

Mr. Swanson said that was only if the parties mutually agreed to that.

Mr. Asher said the City might be able to do a CIP project through this project cheaper and may want to tie something in to the project. It was that kind of thing. It cannot change unilaterally. Council would have to agree with it. He had a question about Councilor Stone's desire for vote. Was it a wish that would happen to raise the funds or get the approval for Milwaukie match portion or for the entire project?

Councilor Stone replied it was for the entire project. Federal money was everyone's money, but especially for the people of Milwaukie. It was not just looking at the \$5 million; it was looking at the overall project. When we were first talking about this in 1990's we were not talking about trolleys, and now we know what that looks like in Portland. The extension of the trolley system that was underway. That was another option that was not on the table. Milwaukie did not have any options. It was light rail or nothing, which was in the SDEIS. It was sad because there were so many other things that could benefit Milwaukie and tie business districts together and not be so intrusive. She was interested in looking at trolley line.

Mr. Asher said that he had asked TriMet to be prepared to discuss the no-build option and other modes.

Councilor Stone said for people that are working day to day downtown it was great, but not everyone worked downtown. People spend money in business districts, and if we had a trolley that linked Sellwood that would be a great thing for this end of the region.

Mayor Bernard said the federal government did not fund trolleys.

Councilor Stone said business did because they benefited business.

Mayor Bernard adjourned the work session at 7:34 p.m.

Pat DuVal, City Recorder

MINUTES

MILWAUKIE CITY COUNCIL WORK SESSION

June 17, 2008

Mayor Bernard called the work session to order at 5:32 p.m. in the City Hall Conference Room.

Council Present: Mayor Jim Bernard and Councilors Deborah Barnes, Greg Chaimov, Joe Loomis, and Susan Stone.

Staff Present: City Manager Mike Swanson, Community Development and Public Works Director Kenny Asher, Police Chief Larry Kanzler, Planning Director Katie Mangle, City Attorney Bill Monahan

Briefing on the Portland-Milwaukie Light Rail Locally Preferred Alternative (LPA) Process

Mr. Asher discussed the remaining timelines, what was learned, how the LPA was shaping up, the process going forward, and recommendations being formulated.

Ms. Wieghart talked about the project and alternatives focusing on the LPA decision points, project finance, and the next steps. The purpose was fundamental growth in the region. The 2040 Plan developed in the 1990's determined how the growth should go and the focus was in rather than going out. Centers were a key part of the 2040 Plan. They were more efficient with fewer costs and impacts. The Plan called for connecting centers with high quality transit. Shared values were developed through extensive outreach. The 2040 Growth Concept Plan expanded housing choices, enhanced the quality of life and increased resiliency making the region a better place to live. Within .5-mile households grew 57% from 1,268 in 2005 to 1,987 in 2030. In order to serve the transit demand in 2030 during peak hours downtown Milwaukie would require either 33 to 34 buses per hour or 7 to 8 light rail trains per hour. The project purpose and need was written out for a variety of reasons. A lot of people in this community continued to reflect back on it and ask them about options and whether they met the purpose and need because that was the first question. The purpose and need was to implement a major transit program in the south corridor that maintained livability in the metropolitan region, supported land use goals, optimized the transportation system, was environmentally sensitive, reflected community values, and was fiscally responsible. The need essentially was projected based on population, growth, traffic congestion, and high quality transit needs.

Ms. Wieghart reviewed the project history. It started out as South-North Corridor and then was split. In 2003 the LPA identified Phase 1 as I-205 and Portland-Milwaukie alignment as Phase 2. People had asked them what modes had been studied specifically commuter rail and bus options. Part of environmental process was to narrow as time went by. The South-North alternatives analyses in 1993 and 1995 led to the Draft Environmental Impact Statement (DEIS). Once it was established as the South Corridor another alternatives analysis and study done. She showed on a table the different modes that were studied at different times and they included river transit, commuter rail, busway, bus rapid transit,

high occupancy vehicle (HOV) lanes, light rail, and no-build. She showed a slide that explained in a different way how through the different environmental review processes various modes were eliminated as part of the narrowing decisions and then smaller groups of the options were looked at in the next phase. That was how the environmental review processes were supposed to go.

She reviewed the modes including commuter rail, which did not move forward because it attracted only 5% of the ridership of light rail, it would not serve many key destinations directly including downtown Portland, and it could not be integrated into local community plans. Commuter rail was usually on existing tracks so it was not flexible in supporting actual local community needs.

Mr. Asher asked why only 5% ridership.

Mr. Unsworth said part of it was that they ran on the freight rail tracks, and it was hard to get into the cities. Walking distances were restricted, and people would not be able to get where they wanted to go. It was an alignment that looked at going all the way to Clackamas and down to Oregon City. In circumferential they looked at using the Forgotten Bridge over to Lake Oswego and further out to Tualatin. They looked at river transit and when they looked at river transit from Oregon City to Lake Oswego they looked at a parking structure and transit center on Riverfront Park, which did not make a lot of sense. People had to get there, and they needed to protect the river.

Ms. Wiegart added commuter rail was less flexible than light rail in terms of where it could be placed.

Councilor Stone asked where did it not meet the purpose and the need?

Ms. Wiegart replied in terms of supporting the land use needs. There were various communities that were not served directly and were essentially not optimizing the transportation system achieving such low ridership compared to other options.

Mr. Unsworth said there were some other technical issues with it from the standpoint of getting windows of operations out of the railroad and finding spots on their tracks where there it could slide in. It was getting much more difficult as the freight industry had increased and that was one of the concerns. They were not sure it could be done on the main line. They were able to do commuter rail and that was one of the trains they were building from Wilsonville to Beaverton Town Center, but that was on a rail line that had very infrequent service. On the main line or being parallel to the main line was almost impossible to get the windows of opportunity to run commuter trains. Additionally, it was more attractive for the commuter operation. You would only get the windows of opportunity in the morning and evening. They were not able to successfully secure all day service.

Councilor Stone asked if light rail ridership crowded during the peak hours?

Mr. Unsworth said they were, but there were a couple of different peaks. They had a morning/evening and afternoon peak. They had to run it all day long for it to be reliable. People want to know if they came in on a train that they would be able to get back on a train. That was something that commuter rail did not do well, and buses and light rail did.

Ms. Wiegart said that bus rapid transit and busway were not studied further because they had the fewest corridor transit trips, the worst reliability, and least travel time savings as it was essentially caught in traffic. The busway that had its own right-of-way had better travel time, but it had the most environmental and

community impacts of any option with acquisitions, noise, and traffic. There was a lot of community opposition to it in Milwaukie and Clackamas County so it was not selected in the LPA. Streetcar did not meet the purpose and need. It had come up though at various points both in this process and previously as a question from the community, so they wanted to answer why it did not meet the purpose and need. It was because streetcar could not meet corridor demand efficiently. In this high traffic, high transit corridor it would require 22 street cars at peak times compared to 8 trains in the year 2030. It was more suitable for lower volume transit corridors. It could run in mixed traffic and that was an advantage in terms of not needing a separate right-of-way. It had slower speeds and created congestion so it was more suitable for trips that were not as long and not as congested.

Mr. Unsworth said there were a couple of things about this that were probably worth looking at. They were looking at streetcar from downtown Portland to Lake Oswego. The transit demand from the Lake Oswego corridor, Hwy 43, was much less than on this alignment so the peak load points were significantly higher. They would end up having to run a lot more streetcar service as a result. That did a couple of things. 80% of the cost of operating a bus was in the driver. Where they had a street crossing there were that many more trains going across that on a separate right-of-way, which meant gates were coming down more often. In other locations because they would not be able to put it on McLoughlin Boulevard and on separate right-of-way those would require gated crossings. That equated to 44 gated crossing and gates coming down. There were other things that one did necessarily think of. They were looking at Lake Oswego, but it was a very different corridor. It was narrower and a different animal. This was a trunk service moving a lot of people through.

Ms. Wieghart said her observation on the Lake Oswego project was that the corridor demand was much lower and the fact they had an existing right-of-way, which was too narrow for light rail. That it did not have to run in mixed traffic for the most part was a rather unique situation. Normally, streetcars would be used more for urban shorter trips.

Mr. Unsworth said specifically in downtown Portland they tried to use streetcar as a circulator. Streetcar had been very successful, and it had been for people that wanted to get through downtown. Their trips may be longer than walking, but they needed to get somewhere and were not sure how. Light rail was the trunk service bringing all of the people in and the streetcar was the circulator. It was not used as a trunk service. That was what this alignment was, and the function that they were trying to do for downtown Milwaukie to downtown Portland.

Councilor Chaimov said one of the alignments they had heard from a number of citizens about would be bringing light rail to Southgate and then having streetcars as the feeders, whether it was to Park Avenue or Hwy 224. He assumed it was streetcar versus light rail rather than a blend.

Ms. Wieghart said they had heard the question about a terminus north of downtown and that would address that as well. A terminus north of the Milwaukie town center would not meet the purpose and need for the project because it would require a transfer to the key destination. Centers were the reason they were looking at high capacity transit. Stopping just short of a center and forcing those passengers off to transfer did not optimize the transportation system and did not support the land use goals of the 2040 Plan. A transfer whether it was to a bus or a streetcar was a similar concept.

Mr. Unsworth said it worked in downtown Portland because of the many trips going in. This was at the end of a line and it forced fewer people to transfer to the streetcar. That would hurt ridership and would not meet the federal partners threshold for funding. There were multiple destinations in downtown Portland with the streetcar as the circulator. It was different when you are bringing light rail in and wanted to provide both park and ride and bus transfer opportunities. A circulator on the far end would probably not pencil from their federal partners standpoint.

Councilor Stone asked if it would pencil better if the circulator on the south end was a streetcar in Milwaukie that connected business centers to Sellwood and potentially over to Lake Oswego if we spent some money to build a bridge. She did not look at light rail or any type of system as going to just one place. We needed to connect other districts and neighborhoods, and she thought a streetcar needed to be revived.

Mr. Unsworth replied that fundamentally they were trying to build the trunk system and get the most people through. Then their system fills it out through bus routes. The City of Portland was looking at filling it out with more streetcar routes and had a lot of routes into Sellwood that were potentially on the table. He was in Washington, D.C. last week talking about this project and the Portland Streetcar project, which were very different conversations. They were the only applicant for federal funds for streetcar under the Small Starts Project in the country. They spent the last year and half talking about getting through cost effectiveness calculations and varied details for that. It would be difficult for Milwaukie to have federal partners fund a streetcar in Milwaukie. They would find out through the City of Portland through their streetcar planning and if they had the ability to fund that all locally. He felt they would have a difficult time with the current administration funding streetcar expansion with federal funds, which they were looking for 50% federal funding. Fundamentally they were looking at the first leg, which was doing the trunk service. They had the bus service that fed into that and they were trying to make sure the park-and-ride places could get there and where streetcar can add on to that and build that fuller network the better off we were. He did not disagree on the streetcar notion. They had spent a lot of time on looking at the Forgotten Bridge to Lake Oswego and what it would take to construct across that bridge. One question was why build Lake Oswego and just build Milwaukie light rail and continue across the Forgotten Bridge into Lake Oswego with light rail. The early dollar cost was about \$200 million to go across the bridge into downtown Lake Oswego from Milwaukie. The cost of the streetcar on the Willamette Shoreline may not approach \$200 million. There was a lot more work to do on that project. They were looking at opportunities to expand and use federal and local funds as smartly as possible.

Ms. Wieghart said streetcar could be a nice supplement to a high capacity transit system but it was not the same thing. Gresham was also looking in the long-term at streetcar as a circulator in addition to light rail.

Mr. Unsworth said there had been about 50 different cities come to Portland and look at the streetcar. It was not that it did not work. It worked in certain places very well, but they were in dense downtowns right now and the federal partners had not embraced that today.

Ms. Wieghart said light rail was selected as the preferred alternative in 2003. It was chosen because it had the greatest increase in corridor and transit use, the greatest reduction in vehicle miles of travel, the greatest reduction in vehicle hours of delay, and the best support of the activity centers. Other alignments that

were looked at were a terminus north of the Milwaukie town center. McLoughlin Boulevard options were considered last summer and through City Planning and City Council input it was determined not to meet the purpose and need. To support land use goals and reflect community values was the vision of connecting with the waterfront and optimizing the transportation system and the environmental impact on the parks, particularly the Milwaukie Riverfront Park. The cost was more expensive than the other options that were studied.

Mayor Bernard added that the Johnson Creek Watershed also testified in opposition.

Councilor Chaimov asked why not Hwy 224 when the major population growth was to the east and not the south?

Mr. Unsworth said they went through an EIS in 2002 that had both Milwaukie light rail and I-205. The LPA at that point was to build I-205 first with adequate park-and-ride capacity and then come back and do Milwaukie. I-205 light rail would open in 2009 with bus routes providing transportation to Damascus and Boring and would have an ample park-and-ride that tried to collect those trips. In 1998 when they looked at an alignment that went from downtown Portland to the old Safeway site to Hwy 224 and Railroad Avenue to serve the Clackamas Town Center it was clear after they went through that process that there was significant rejection and concerns about that alignment. As they came back through and looked at both alignments and what they were seeing in the survey data was there were a number of people that wanted to go into downtown Portland. There were also a lot of people that wanted to come from Milwaukie to Clackamas Town Center and back and also down to Oregon City. They were taking some of that service and making sure that they continued to serve that growing market from downtown Oregon City to Clackamas Town Center. He thought they were trying to address that through the added service and the park-and-rides planned at the Milwaukie alignment and I-205 alignment.

Ms. Wiegart outlined areas under study for new options. The SDEIS published on May 9, 2008 looked at all the impacts and benefits including no-build. Transit ridership was 22,000 to 26,000 more than no-build. The no-build was the current bus system on McLoughlin Boulevard.

Mr. Unsworth said during the peak hours there was a bus about every 3 minutes from downtown Milwaukie. In 2030 there would be more buses than we had today.

Ms. Wiegart added there would be 22,000 households and 89,000 jobs within .5 mile of the light rail stations under the light rail alternative compared to the no-build. That was significant because these were jobs throughout the region in various centers that people from Milwaukie and North Clackamas County would be able to access. There would be congestion reduction in the light rail alternative compared to the 2030 no-build. The transit mode share would increase per trips from Milwaukie to Portland. All trips would increase 9%-17% and for work trips, which tended to be higher transit, the increase would be 13%-24% depending on the alignment option. The vehicle miles of travel would be reduced all day. The vehicle hours of delay would be reduced by 300 – 460 during peak periods and more throughout the day.

Councilor Stone said she thought she heard Ms. Wiegart say that this alignment would not have any major impact on relieving congestion.

Ms. Wiegart explained they tried not to tout the relief of light rail because it led to confusion. She was trying to be specific and maybe was more technical in

detail than she needed to be. The congestion was going to increase over time and any time there was a transportation improvement the congestion would seem about the same. People then ask, What did it do for congestion? They do not like to sell light rail as a congestion reliever. Congestion would grow with population over time anyway, but when you are specifically comparing it in 2030, as they were required to do in the EIS, the no-build alternative had more traffic, vehicle miles traveled, congestion, and delay than the light rail alternative in that particular year. They wouldn't put out a brochure that said light rail would eliminate congestion or provide congestion relief because people would say it was just as bad 3 or 5 years from now.

Councilor Stone said that she had always heard that when light rail was first on the table. So there would be reduced congestion?

Ms. Wiegart said that in 2030 compared to the no-build there would be a reduction in congestion. A mode share would increase, and the increase would be significant compared to the no-build. Another way to look at it was how much traffic would be removed from the road. About 3%-6% of traffic would be reduced depending on which point in the corridor was studied. That equated to a daily reduction in miles of 46,400 to 69,200.

Councilor Stone asked if that was in the year 2030? What would it be between 2015 and 2020?

Mr. Unsworth said that would have to be analyzed. It depended on if the park-and-ride was filled. They knew that the first year it opened the ridership would not be as great as the year 2030. The vehicle hours of delay had to do with time spent in the car. Cumulatively all of the people in the corridor would experience 300-400 hours less congestion in the year 2030. It was hard to get to the number. Light rail was trying to make sure there was mobility and that people could get to the 80,000 jobs and not rely on a car. All of the forecasting assumed gas prices were the same as they were today. They were not allowed to change those inputs. There were things that could be wildly overestimated as well as underestimated.

Ms. Wiegart added there would be improved connections to key destinations: Pioneer Square 1-4 minutes, PSU 15-18 minutes, and South waterfront 28-33 minutes. There were benefits to the different population points by connecting them with high capacity transit. There were environmental impacts greater compared to the 2030 no-build. When building the light rail line they were looking at up to 2 existing and 2 planned parks with direct impacts, 62 potential full acquisitions, it would cross 3 or 5 rivers with threatened or endangered fish, 3 or 4 historic resources, and up to 25 – 38 vibration impacts. There would be mitigation factors for those impacts.

Councilor Stone asked what the historic resources were?

Ms. Wiegart replied the Durway House, ODOT grounds, one building that would be demolished in industrial area, and a trestle would have a visual impact. There were some environmental benefits; reduced total energy consumption, improved air quality, reduced surface water runoff, reduced existing hazmat sites, and it supported economic development. The benefits to Milwaukie would be the ability to expand choices for citizens; Milwaukie residents would have greater access to jobs, and economic business opportunities by accessing population centers. Over time that would increase the tax base. She went through the LPA decision points beginning with the Willamette River Crossing. The main differences were between the 2003 LPA in that the southerly option served more

residents and more jobs and had lighter rail trips. As a result of that the Willamette River Partnership Committee identified a refined river crossing alignment which was not studied but it was in the same area of impact. It went along Sherman on the eastside which compared to Caruthers had fewer business displacements and was closer to OMSI. On the west side it went along the proposed property line between OHSU and the property owner to the south. It would preserve OHSU's ability to develop its 19-acre campus and went far enough south so there was a short walking trip to the tram just below the Ross Island Bridge with access to the Marquam Hill area. It provided good access on the west side to the key employment areas with fewer impacts on the east side and avoided some critical future habitat area planned to the north. That refined river crossing area alignment was supported by the CAC and PMG. The 2003 LPA on McLoughlin Boulevard had more property and parking impacts, but it did have a park-and-ride opportunity at Southgate. The Tillamook did not have the park-and-ride opportunity, but it had fewer acquisitions and business impacts. It also avoided impacting the historic ODOT property, had shorter travel time, and cost less. For those reasons the CAC and PMG, as well as the City staff, had endorsed the Tillamook alignment. The Lake Road terminus was shorter, had fewer acquisitions, impacted fewer parks, cost less and had fewer noise and vibration impacts, but it had impacts to the downtown and had lower ridership. Park Avenue had increased ridership and captured commuters further south, which avoided impacts to downtown Milwaukie. Clackamas County staff also supported that. There were challenges with any mitigation needed with Kronberg Park, the Trolley Trail, crossing McLoughlin Boulevard, and a higher cost. The LPA recommendation from the CAC and the PMG was the refined part of Sherman to the north and the Tillamook alignment south of Tacoma with a single station at Lake Road following the City Council recommendation going down to Park Avenue. That would go to the Steering Committee next week.

Mr. Unsworth said there had been strong support at PMG and the Steering Committee, and Portland, TriMet, Metro, and Clackamas County heard Mayor Bernard's strong support in going south to Park Avenue and on to Oregon City. It would be expensive to get further south. Portland was making some scope reductions to get further south. There was no Bluebird station and only one station in downtown Milwaukie, which were cost reductions to help them consider the ability to get further south.

Ms. Wieghart discussed funding for the \$1.25 to \$1.4 billion. Hopefully, \$750 million would come from the FTA and \$250 million from state lottery bonds, which left a balance of \$250 - \$400 million local match. They had looked at cost reductions to get to Park and had developed a range depending on what kind of contingencies and other requirements the FTA put on them. They had used the \$750 million as a soft cap. In the past they had said they did not want to go above that but because project costs around the country were rising they had broken that cap a few times so there was a chance they could go above that. There were \$72 million in MTIP funds, which had been tentatively dedicated to the project. That left \$100 - \$130 million in potential in-kind and interest which contributed to the match, which would be property contributions they were hoping to get along the alignment. Interest on state and local bonds counted in the project cost but as local match. That left \$81 - \$231 million that would need to be obtained from the local governments including TriMet, Portland, Milwaukie, and Clackamas County as well as property owners. They believed that the low-end range was achievable from the contributions they had talked about. The higher end appeared be less likely. There had been a lot of conversation around could they afford to get to Park. There was a lot of support for Park Avenue because it

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was seen as a much better transit project. It had a greater benefit and better served the North Clackamas County. The PMG recommended a terminus at Park with a minimal operating segment that terminated at Lake Road in the event the FTA required \$100 million contingency. They still want to get as far as they could. The CAC recommended a terminus at Park, but in any event go as far south as possible.

Mr. Unsworth said they thought the project cost to Park would be \$1.3 billion. They thought there was a way to afford that with a \$750 million or a little more. They believed there was a path to funding Park Avenue. There was one new wrinkle - the federal partners have seen projects around the country not meet their expectations. Portland had been extremely good at making sure the dollars allotted did not go up. They would have to go through a risk assessment this fall, and there was some uncertainty about what would come out of that. They had watched one other transit agency do this and they had to add more contingency to the project. There were 2 ways to add more contingency to the project. They could put more money in the project or they could develop a capital reserve account to offset any increased costs. They were looking at both of those options. There were still many things they did not know that would play out over the fall. They were hopeful and everyone was moving towards the Park Avenue terminus, but there were some things out of their hands. The risk assessment would determine whether the project was \$1.3 billion or if they needed to put more money into the project. They felt they were in good shape and given how they build the project they were in fine shape. The risk assessment looked at how other agencies around the country had done. They did not know the outcome of the risk assessment and that made it difficult to see if they could get to Park Avenue. Their intent was to get to Park Avenue. The PMG and CAC said it might be wise to have a fall back position.

Mayor Bernard said he had a couple of concerns. If they adopted the Tillamook Branch it would reduce the cost by \$25 million. Who would make the decision on the minimum operating segment (MOS).

Mr. Unsworth replied the steering committee would make that decision.

Mayor Bernard said if we get stuck with MOS at Lake Road at what point would we look at moving from Lake Road to Park Avenue?

Ms. Wiegart said the permanent terminus would still be Park Avenue, which would still be the goal. There would be a continued plan to put together the funding to make that additional piece.

Mayor Bernard asked if that would be ahead of every other project like Vancouver. The next segment would be the minimum to Park.

Ms. Wiegart did not know. They would have to talk about how it ranked against other initiatives, but in terms of this project the goal would be to fund the next piece. It would be a short-term goal.

Mayor Bernard was concerned when looking at the Willamette River crossing slide. There was a significant price difference from the LPA of \$30 million so he wanted to make it clear if we accepted their decision they need to accept ours. It was a little more expensive to get to there, but we were willing to accept their decision to spend more money for the bridge. At the same time there was a concern about the bridge type because it would have a significant impact on the project. He wanted to make sure that it was understood they were taking on higher cost that could be reduced and that could be put to Park Avenue. TriMet had heard from Council that they want to see Park Avenue. They were

concerned about the impacts of a 1200-space parking spot at Tacoma and how that would be mitigated. He had a big concern about making sure we were collecting the fares from those riding light rail, and he would like to know how many fare inspectors there were on the system.

Mr. Unsworth said Tacoma was a little nuanced. Under the proposed LPA down to Park Avenue they envisioned Tacoma being at about 1,000 spaces. If they brought the line to Lake Road they would look at and consider increasing the size of the Tacoma park-and-ride. Under that scenario it was important to understand one nuance. Lake Road was selected by Council 2 weeks ago. There was a park- and-ride that was proposed at the corner of Main and Washington. They would forego that park-and-ride, and reduce the cost to go further south. Part of trying to get further south was cutting scope and saying maybe that was not the best place for the park-and-ride. If they cut it then the was park-and-ride would not be at Main and Washington. In the FEIS they would probably have 2 alignments with the Park Avenue extension and a MOS here that would disclose the impacts.

Mayor Bernard said if the MOS were Lake Road they would prefer a layover train be somewhere else.

Mr. Unsworth said it was important to know now that when they picked the LPA for the River crossing initially they did not have buses across that bridge. They were now looking at buses on Willamette Crossing, and with that they extended the benefits of the new bridge. When they looked at putting buses on the bridge at the LPA site it was difficult to do that. The dollar cost between what was selected in 2000 and 1998 and where we select it now was less a savings because you could not do everything you wanted to do with the alignment further north. If they got the permission and move forward with the project they would go into a bridge type study.

Councilor Stone went over some old reports from the adoption of the 2003 LPA. There was a former chair of an NDA that commented on the alignment and said when the original plan came out, the proposed Tacoma Street station had 1,000 space parking garage. The neighborhood was concerned about the number of vehicles and additional traffic on the JCB corridor. In response to that concern the garage was changed to 600 spaces.

Mr. Unsworth said that he was present when that happened. They did look at the Ardenwald neighborhood and said they would reduce it. It was important to know when they did the EIS it was in the year 2020. Now we are looking to 2030. We had other opportunities for park-and-rides further south. They looked at Kellogg Lake to get rid of some of that capacity. It was not an apple to apples comparison. When they looked at demand in 2030 there was a lot of people that wanted a park-and-ride so they were trying to more closely match the demand with the supply.

Ms. Wieghart pointed out that they did have an option that was exactly the LPA from 2003 that had 600 spaces and 1,000 in that option.

Councilor Stone said not to mention that sensitivity of the concern of the neighborhood. That was a big concern. When Brian Newman testified at that same meeting he talked about the 14-Points and that light rail should stay out of residential neighborhoods she cannot justify that. It was too big. We cannot compare ourselves to Portland. That train is disproportionate to the size of our little town and it should stop at Southgate. She felt this was an atrocity that we were trying to do this to this little town and neighborhood.

Councilor Loomis asked if the funding was not available to go to Park Avenue were there any other options?

Mr. Unsworth said they looked at what they would have called the Sparrow park-and-ride, which was on 26th off of McLoughlin Boulevard as a potential park-and-ride.

Ms. Wiegart said it did not meet the purpose and need to serve centers and that was why they were looking at high capacity transit.

Councilor Stone asked will the funding go to a vote of the people? She was told in 2003 that the second phase would.

Mr. Unsworth said in went to a vote in 1998 and failed in some locations. It was also an election then with six regional measures 4 of those failed in the same election. When they went back out and did a listening post they heard the problem was still. They heard reduce costs and figure out a way to do this without having to use general obligation bond measures. They went and built Interstate Avenue and got 72% federal funding, so it worked very well. They came back here and said that the problem still existed in the south; what should we do? They looked at river transit, commuter rail, and all of the things they went through earlier and came back in the end with the decision on light rail. They believed they would be able to pull a finance plan together that did not include general obligation bonds. They did not believe there would have to be a vote on the funding plan. Similarly every time you built a highway there was not a vote on that project.

Ms. Wiegart said it depended on the funding source. This was a different financing plan and depended on the local jurisdictions. The funding sources would trigger the vote.

Councilor Stone asked even though there was so much contention about light rail.

Mayor Bernard asked who would make the decision on the bridge type.

Mr. Unsworth said it was a once in a lifetime opportunity to build this type of bridge. He expected there would be a group that advised Mr. Hansen and Mr. Adams and any recommendation would come through the Steering Committee following public input. The question was how do we do that in a way that was cost responsive, aesthetically responsive, and addressed environmental issues. They had hired an engineering and architectural firm to help advise the Steering Committee and others on what was the right family of bridge types that should be considered for this bridge location. Part of the recommendation could be to talk about fiscal responsibility.

Ms. Wiegart said the CAC made its recommendations and the Steering Committee's recommendation was due June 26. It would go immediately out to the jurisdictions to review and to make their recommendations. She wanted to hear from Council if there were major concerns before that. They would like the process to go smoothly and make sure they hear from your Steering Committee member on June 26 about any issues or concerns with the recommendations. It would be very helpful to have that input by June 26.

Mr. Asher said he knew in the 2003 LPA action there was an attachment that had conditions in a sense. It was an opportunity to express needs and desires.

Harmony Road Transportation Improvement Project

Continued due to time constraints.

Mayor Bernard adjourned the work session at 6:50 p.m.

Pat DuVal, City Recorder

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
JUNE 17, 2008**

CALL TO ORDER

Mayor Bernard called the 2032nd meeting of the Milwaukie City Council to order at 7:04 p.m. in the City Hall Council Chambers.

Present: Council President Joe Loomis and Councilors Deborah Barnes, Greg Chaimov, and Susan Stone

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Finance Director Ignacio Palacios, Community Development and Public Works Director Kenny Asher, Engineering Director Paul Shirey

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

Clackamas County Plan for the Use of Deadly Force by Police Officers

Undersheriff Dave Kirby described the District Attorney's Deadly Physical Force Planning Authority pursuant to ORS Section 181.783(7) and ORS 181.783(8). SB 111 was passed in the 2007 legislature and created a Deadly Force Planning Authority in each county. The Planning Authority in Clackamas County included District Attorney John Foote, Sheriff Craig Roberts, West Linn Police Chief Terry Timeus, Clackamas County Sheriff's Office Sgt. Jeff Smith, Oregon State Police Lt. Rich Evans, and citizen member Elaine Krauss. Each Authority had to develop a plan with 6 minimum requirements: education, outreach and training, immediate aftermath, investigation, exercise discretion to resolve issues of criminal responsibility, collection of information including a debriefing after the incident, evaluate the plan, and estimate of the fiscal impacts. The Planning Authority had to conduct at least 1 public hearing before submitting its proposed plan to the governing body, and that was done February 2008. Two-thirds of the governing bodies had to approve the Plan, and the Oregon Attorney General (AG) would consider approving the Plan based on the minimum standards of SB 111. If the AG decided the Plan did not meet the minimum standards, it would have to be revised, and some grant funds would be available.

He believed all agencies in Clackamas County had an adopted policy for the use of deadly force by its police officers but if not had to have one in place by July 1. One important provision of the Plan was that each officer involved in an incident had to be provided with 2 sessions with a mental health professional within 6 months. The officer was only required to attend 1, but 2 had to be offered. Every officer involved in a deadly force incident must not return to work for 72 hours after the incident. Personnel costs incurred were eligible for grants from the Department of Justice. Anyone who may not be directly involved but wished to have counseling as they were affected would be subject to mental health counseling. The conclusions and recommendations resulting were not admissible in any subsequent lawsuit. The intent was that the discussion be open and honest without fear that something said would come back.

Lt. Layng addressed the section of SB 111 that someone from an outside agency be involved in the investigation and the role of the Interagency Major Crimes Team.

Councilor Stone noted the statutory requirement that they needed to see a mental health professional at least 2 sessions. She asked why they had 6 months to do this. It seemed like sooner would be better.

Undersheriff Kirby replied everyone was a little bit different especially in the law enforcement field. Sometimes people were stoic immediately afterward, and it may hit them months later. A few months later things would tend to come home, and they say maybe they would like that second session. He believed that was probably the reason for the timeline, but he deferred to Chief Kanzler or someone involved in the committee discussion as to how that came about.

Councilor Stone said it looked like they were required to have at least 2 sessions, which was great. She asked the typical number of officers used to investigate an incident where deadly force was used.

Undersheriff Kirby replied that was a very good question. The best he could say was that it varied especially immediately. A lot of investigative things needed to be done, so the more bodies the better. The immediate aftermath was the most critical because that was when collection of evidence and things of that nature occurred. Depending on how complicated the investigation was going to be would depend on how many officers stuck with the investigation throughout. In short that was the best answer.

Lt. Layng added in his experience it was not unusual to have 10 to 15 investigators at the scene initially. That could increase or decrease depending the complexity of the investigation. It would depend on the evidence being isolated in a small area or the number of witnesses or neighborhood canvassing that needed to be done.

It was moved by Mayor Bernard and seconded by Councilor Barnes to approve Clackamas County's plan for Response to Deadly Force Incidents by Clackamas County Law Enforcement Agencies pursuant to ORS § 181.783(7) and ORS 181.783(3). Motion passed unanimously. [5:0]

CONSENT AGENDA

It was moved by Councilor Barnes and seconded by Councilor Loomis to approve the consent agenda:

- A. City Council Minutes**
 - 1. May 6, 2008 Work Session**
 - 2. May 6, 2008 Regular Session**
- B. Resolution 52-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Making Initial Appointments to the Milwaukie Arts Committee;**
- C. Resolution 53-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Approving the Award of Contract for the King Road Reconstruction (43rd Avenue to Hollywood);**
- D. Resolution 54-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Setting Fees for Services; Classifying the Fees Imposed by this Resolution As Not Subject to Article XI, Section 11B of the Oregon Constitution; and Providing for Cost of Construction Indexing of System Development Charges;**
- E. Resolution No. 55-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager to Execute a Contract and Issue a Purchase Order with Bizon Landscape Services for Landscape**

maintenance Services in the Amount of \$38,500 per year for a Maximum of Two Years; and

- F. An OLCC Application for 7-Star Market, 10598 SE 32nd Avenue, Change of Ownership**

Motion passed unanimously. [5:0]

AUDIENCE PARTICIPATION

- **Cyndia Ashkar, Oregon City**

Ms. Ashkar introduced Mr. Otsyula. He had a master's degree in public administration, and his emphasis was on environmental and natural resource policy and administration. He was an expert on the federal laws of the National Environmental Policy Act (NEPA) and the process we were currently in regarding the proposed plans for transportation for the South Corridor and our special concern central Milwaukie. Mr. Otsyula had worked in the field for 20-years for the States of Washington and Oregon and for private citizens and had his own consulting agency here in Milwaukie. We were really lucky to have that kind of expertise, and he had some things he wished to share. She had some graphics to share. I hear and I forget. I see and I remember. I do and I understand.

- **John Otsyula, Milwaukie**

Mr. Otsyula had been there before, and he agreed to consult with 755 people who signed the petition seeking an alternative to light rail following NEPA requirements.

Ms. Ashkar read from the frequently asked questions in the NEPA document on the federal webpage. It said that in the presentation of the alternatives of which it appeared there was only 1 through central Milwaukie the use of graphics and tabular or matrix format was encouraged. It said in summary the following points were required: one of those was a comparative presentation of the environmental consequences of all the reasonable alternative actions including the preferred alternative. She looked over the Supplemental Draft Environmental Impact Statement (SDEIS) and did not see that. She had a sample of what it would look like.

Mr. Otsyula stated the federal regulations said all viable alternatives that met the purpose and need of the project needed to be studied and presented to the public in such a format that they could make a decision. We were not all planners and did not all know NEPA. It took a technical expert to go through the SDEIS that was produced by Metro and TriMet. Previously some alternatives were looked at earlier last summer. What was looked at was called straw man alternatives. They were alternatives that defeated the purpose. They were not going to fit. If one looked at an alternative that did not work to meet the purpose and need, then it was dismissed. All alternatives were supposed to be considered. He came before the City Council before and had this discussion, Mayor. The purpose of the City Council was to take all alternatives to Metro and not to remove them prematurely. That was what happened with the straw man alternatives. To the extent this project had a local funding nexus it required 40% of the money to come from local jurisdictions. Previously, 2 times this project was voted down by the people specifically for that reason. The funding. In other words people were going to be taxed. To put out 1 alternative with 3 design options was a straw man alternative. It was no-build or the Tillamook branch. Another way to rephrase that was to say if the line did not go through the Tillamook branch the possibilities of it being funded were zero. Now the Federal Transit Administration (FTA) was aware of this. Metro knew this. It was anathema to be discussing stations when there was no decision yet reached on the locally preferred alternative. The locally preferred alternative, furthermore, was not an alternative that was preferred by the local people. It was what

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the agency, in this case Metro and TriMet, preferred. There were several alternatives being offered that the City Council did not take to the South Corridor Steering Committee. He went to the Committee and presented this alternative. The Mayor should recognize that very well. One was the McLoughlin alternative. If you put light rail on McLoughlin the impact to schools and Historic Milwaukie would be minimal. It was within the corridor and would fit the purpose and the need. There was no congestion on McLoughlin. The 2030 projection took in so many assumptions. He could come up with data that showed it different. He would be glad to share that with Metro.

Ms. Ashkar said we were in the 45-day comment period with the SDEIS that ended June 23. What we brought to people if listened to which was supposed to be the purpose of the public comment then we went to the Final and there would be another public comment period after that. Then it was the record of decision with yet another public comment period.

Mr. Otsyula continued. After the Final Environmental Impact Study (FEIS) was published there was a cooling off period in which all of the issues raised, if not addressed at that time, could be raised again. At the time the record of decision was published before even the funding came through we had a right to appeal. In this case he added that he lived in Milwaukie in one of the oldest houses that would probably crumble the first time light rail went by. His son went to the Portland Waldorf School. He had a lot of vested interest. He was not just volunteering his services, but he was very willing to volunteer his services. It was important that he did not see, and he had reviewed a few Environmental Impact Statements, was some detailed reasons why 2 previous times this was voted down. If you explored those and the comparison of impacts to prematurely eliminate viable alternatives, which was at the heart of NEPA, it was really unacceptable.

- **Cheryl Fisher, Clackamas County**

Ms. Fisher addressed light rail in the South Corridor. She felt we were circumventing the federal NEPA process by not including another alignment in the SDEIS.

PUBLIC HEARING

A. 2008 – 2009 Budget Hearing

Mayor Bernard called the public hearing on the 2008 – 2009 Budget and 2009 – 2013 Capital Improvement Plan (CIP) to order at 7:30 p.m.

The purpose of the hearing was to consider resolutions that were required to effect the adoption of the FY 2008 – 2009 Budget and to hear public comment.

Staff Report

Mr. Swanson reported there were 3 actions the City Council would take at this hearing, and he would take each separately. The first was a resolution declaring the City of Milwaukie's election to receive state revenue sharing. This arose from ORS 221.770 that required a resolution of the City declaring its intent to accept state revenue sharing and specifically in this case it was the liquor tax. It also required that the Council hold 1 public hearing to provide written and oral comment to the authority responsible, namely the City Council and allow the public to ask questions of the authority for adopting the budget of the City. It was traditional at this time that the Mayor calls specifically for any testimony, comments, questions, or written testimony with regard specifically to the state revenue sharing. It was the liquor tax currently budgeted as revenue in the amount of \$243,144. Mr. Swanson recommended Mayor Bernard call for testimony at this time on this specific issue for the purpose of either receiving oral or written

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testimony or questions. If there was, the Council should take that into consideration. If there was not, the Council could take action to approve the resolution declaring the City of Milwaukie's election to receive state revenue sharing.

Mayor Bernard called for public comments on the election to receive state revenue sharing, and there was none. There was no correspondence regarding the liquor tax. He closed the public testimony portion of the hearing.

It was moved by Councilor Barnes and seconded by Councilor Loomis to adopt the resolution declaring the City's intent to receive state revenue sharing. Motion passed unanimously. [5:0]

RESOLUTION NO. 56-2008:

A RESOLUTION DECLARING THE CITY OF MILWAUKIE'S ELECTION TO RECEIVE STATE REVENUE SHARING.

Mr. Swanson reported the second resolution certified services for state revenue sharing that came out of ORS 221.760 that required that cities in counties over 100,000 in population who received revenues from cigarette, gas, and liquor taxes be required to provide 4 or more of the following municipal services: police protection; fire protection; street construction, maintenance, and lighting; sanitary sewer; storm sewer; planning, zoning, and subdivision control; one or more utility services. This particular resolution outlined the services that were provided so that the City could receive cigarette, gas, and liquor taxes. This next fiscal year cigarette taxes were budgeted as revenue to the general fund of \$35,800. Liquor taxes were budgeted as revenue to the general fund in the amount of \$243,144. State gas tax was budgeted as revenue to the street fund in the amount of \$966,418.

Mayor Bernard called for public comments, and there were none. There was no correspondence. He closed the public testimony portion of the hearing.

It was moved by Councilor Loomis and seconded by Councilor Stone to adopt the resolution certifying services for state revenue sharing. Motion passed unanimously. [5:0]

RESOLUTION NO. 57-2008:

A RESOLUTION CERTIFYING SERVICES FOR STATE REVENUE SHARING.

Mr. Swanson said the third resolution was adoption of the FY 2008 – 2009 City budget and capital improvement plan (CIP), making appropriations, and declaring and categorizing taxes for fiscal year 2008 – 2009. There were 4 Budget Committee hearings, April 29, May 13, May 21, and June 17. At the May 21, 2008 Budget Committee hearing the budget document was approved with certain changes and established an ad valorem property tax rate for the general fund of \$4.1291 per \$1,000 assessed value and \$578,947 for the public safety debt service fund. The budget did not contain a lot of new items and was status quo. There would be the first full year of implementation of photo radar and red light enforcement. The Poetry Series would be funded out of the general fund. The City applied for a \$450,000 grant for Riverfront Park and included \$100,000 match for that. Mayor Bernard noted in the consent agenda under the street maintenance fund King Road was on the list for this year. The budget before the City Council had a few changes from the budget that was proposed by the Budget Committee, and the City Council had a list of those as Exhibit A. The changes were occasioned because the City did not have a finance director until March, so some things were missed or came in late. Revenues and expenditures balanced in each one. The \$300 item was a lease that was missed in the proposed budget, and the

\$20,000 item under the general fund was a transfer of parking revenues from facilities that was overlooked. Under street capital and reserve a couple of projects were not completed as planned and would be completed in 2008 – 2009, so that money had to be rolled over. Under wastewater several revenues were missed in the approved budget and were added. The same was true in stormwater system development charges (SDC). The original Vactor truck cost was \$180,000, but due to an error it was listed at \$70,000 in the budget. The actual cost, however, was \$235,000. He noted the first vehicle was purchased in 2001, and it served every operations department at the Johnson Creek Boulevard facility. Under facilities there was the \$20,000 transfer to the general fund he mentioned earlier. It also carried forward the Cash Spot demolition money that Mr. Parkin discussed earlier as part of the CIP. Those were the changes listed in Exhibit A.

Mayor Bernard called for public comments, and there were none. There was no correspondence. He closed the public testimony portion of the hearing.

Mr. Swanson said the real property tax rate remained the same as proposed by the Budget Committee as did the property tax in an amount same as set by the Budget Committee in May.

It was moved by Councilor Chaimov and seconded by Councilor Stone to adopt the resolution adopting the Budget and Capital Improvement Plan, making appropriations, and declaring and categorizing taxes for fiscal year 2008 – 2009. Motion passed unanimously. [5:0]

RESOLUTION NO. 58-2008:

A RESOLUTION ADOPTING THE BUDGET AND CIP, MAKING APPROPRIATIONS, AND DECLARING AND CATEGORIZING TAXES FOR FISCAL YEAR 2008 – 2009.

B. Motion to Consider Continuation of Amendments to Milwaukie Municipal Code (MMC) Section 19.321.7 and 19.321.3

Mr. Swanson reviewed the proposed amendments. In June 2006 the City Council was presented with a number of proposed amendments to the Municipal Code and the Comprehensive Plan that were forwarded by the Planning Commission. Among those were a couple of specific additions to the Municipal Code. One of them was Section 19.321.3 that defined major utility facilities that included wastewater treatment plants and decreed that they not be permitted as a community service use and were prohibited in all zones. The second was section 19.321.7 that declared those nonconforming uses, required the removal by December 31, 2015 and established civil penalties in the event that was not accomplished. Of course, they related practically to Kellogg Treatment Plant. When considered in June 2006 his recommendation was because the citizen advisory committee (CAC) process was underway rather than sticking a stick in the hornets' nest that we continue consideration of those along with the Land Use Board of Appeals (LUBA) filed on the adoption of the Comprehensive Plan amendments. Since then the amendments were being considered at the last meeting of each month to keep them alive. The 2 code sections have not yet been adopted by Council. Since the last time these were considered there was a development. The Community Partnership Task Force came up with its recommendations, which he would bring to the Council either at the July 1 or July 15 meeting. Councilor Barnes sat on that Committee. It attempted, and he thought wisely so, to establish a partnership of all providers and users within North Clackamas County. The first meeting of the new group would occur in October, so one of the things he would ask of Council was to support a representative. Because of this development he would ask the Council to continue consideration of adoption of both code sections.

Mayor Bernard understood 19.321.7 said any future sewage treatment plant would not be allowed in the City of Milwaukie.

Mr. Swanson replied 19.321.3 made any major utility facility a prohibited use in every zone. 19.321.7 required that any use prohibited by 19.321.3 prior to adoption of the section might remain in use only through December 31, 2015.

Mayor Bernard asked why the Council would not want to adopt 19.321.3 if the group determined building a new plant anywhere was cost prohibitive. Could the first one be adopted and the second held off for discussion at a later date?

Mr. Swanson thought that was an excellent question and would respond on July 15. He would discuss the suggestion with the City Attorney as it might impact the LUBA appeal. It might be seen as somehow preventing some action at Kellogg.

It was moved by Mayor Bernard and seconded by Councilor Chaimov to continue the hearing to July 15, 2008. Motion passed with the following vote: Mayor Bernard and Councilors Loomis and Chaimov voting 'aye' and Councilors Barnes and Stone voting 'no.' [3:2]

OTHER BUSINESS

A. City of Milwaukie-TriMet Umbrella Agreement for Transit Improvements in Downtown Milwaukie 2008 – 2018 – Resolution

Mr. Asher introduced Neil McFarlane, Executive Director for Capital Projects, and Steve Banta, Executive Director for Operations, from TriMet. Staff was seeking Council approval of a memorandum of understanding (MOU) which would be called an umbrella agreement that provided a road map for both the City of Milwaukie and TriMet with regards to Milwaukie as to what kinds of improvements were desired or intended for the City of Milwaukie over the next 10 years. The agreement anticipated there could be 1 very large capital project headed the City's way, and that was the light rail project. In advance of the Portland-Milwaukie light rail project City staff thought it was a good idea to dig down into some detail as to how, where, when, and with whose concurrence various decisions would be made about the project itself and transit facilities in downtown Milwaukie overdue for improvement. It was an attempt to look back and deal with issues here today and a look forward. Mr. Asher was really energized by this. It was not an easy agreement to reach not because the City did not have an excellent partner in TriMet. Any time one looked 10-years out you really started to put yourself out there when anticipating what you were agreeing to. In downtown Milwaukie transit was a very large presence. It has been and will continue to be. It really required a fair amount of good faith and creativity in how things were set up. He appreciated getting Council feedback at the work session and felt this was a running start. Last week they talked a lot about the safety and security section of the agreement. Chief Kanzler spoke the last time, and Mr. Banta was his counterpart here tonight.

Mr. McFarlane provided TriMet's perspective as the public transit provider. TriMet typically did not do this kind of agreement at this stage of a project, so it was new and unique. He also thought it was a terrific idea. Staff came to TriMet with the notion of laying out a roadmap. Many of the projects were complicated and grew in steps and layers. These were the very steps we would go through on various topics related to developing a project. The goal and objective was to be the best partner possible for the City of Milwaukie and to make sure whatever project was developed and molded to fit the community had the best benefits it possibly could and had the least impacts possible. That was the object. It could only be done by working closely with City Council, businesses, citizens, and neighbors. That was the objective. TriMet tried to live that in the way it developed these projects. Staff was dedicated to the notion of

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outreach and communication because again TriMet thought it was the only way it could be successful in delivering the projects. These projects were also very hard; they had lots of challenges including funding, technical, the railroad, the Oregon Department of Transportation (ODOT), the City of Milwaukie, the City of Portland, and all the agencies that molded the project in a certain way. This was a very early step. He appreciated the MOU's attempt to lay out a good roadmap that provided a list and work program to make sure the project fit Milwaukie to the very best extent possible. That was TriMet's objective and why it was important to support its adoption.

Mr. Asher said one way to think about this was an umbrella agreement because it was intended to address other agreements. There was the benefit of TriMet's experience in some regard because TriMet had built light rail projects in other communities. They built a few. They actually had a way of going through the light rail process with the communities, with the cities. It was blind to him as it probably was to most people who you actually dealt with regarding street closures and business impacts. How did you deal with safety and security? We talked a lot about that. How did you deal with things like quiet zones that were important to us before we signed up for the project? It gave a place to state all the expectations. We have been going through a light rail process for the last several years, and a lot of legitimate concerns had come up in the community not about light rail yes or no but about the conditions under which it would be built and integrated into the community. Mr. Asher and the rest of staff felt those needed a place to go. TriMet needed to acknowledge them, and there needed to be a statement of intention as to how those were dealt with. It was an MOU because there was no way to drill down through all of the details and all of those agreements right now. The best thing that we could do was to say there would be a number of agreements. He believed this MOU referenced 11. Assuming we went through the project everything from a funding agreement to a security operations plan, South Precinct establishment and operation agreement, design and construction intergovernmental agreement (IGA), conduct of construction agreement between TriMet and its contractor which Milwaukie would care about, a project maintenance agreement, completion of the FEIS which dealt with mitigations from impacts, a quiet zone application to the Federal Railroad Administration (FRA), if there were a park-and-ride built in downtown Milwaukie the City would want an agreement about how the park-and-ride was built and used, a bus stop shelter area agreement that was the first step toward dissolving the transit center that was a long-established goal in Milwaukie and one TriMet agreed to and which this agreement now began to define how and when we were going to start doing that work, a joint development agreement that talked about how the land was used jointly that TriMet acquired as part of the light rail project for redevelopment that met with the goals of the City, the agency, and the FTA. As much as we could do to note those agreements were forthcoming. Last week Council asked about more definition of when those would be forthcoming and hopefully Council received a list of those years in which we would expect to have those agreements before the Council and working on their execution.

Mr. Asher reviewed the major sections of the MOU. This was a very Milwaukie-centric view of the agreement. He stated all the things TriMet was acknowledging or agreeing to in its statement of intent in these different areas. It was a way of explaining what the agreement was and also complimenting our partner in the process. This was uncharted water for TriMet. Typically they dealt with those issues as they arose in communities and not before projects were even signed off on. Hopefully, this would give everyone some sense of comfort that we were going into a large capital facility project with our eyes open and with TriMet's eyes open about Milwaukie's expectations. The first substantive section after the recitals talked about local match. How would this light rail project be paid for? Both parties acknowledged that \$322 million was already committed to the project. \$322 million was a lot of money from the State and from the

region through a Metropolitan Transportation Improvement Program (MTIP) allocation. Parties further agreed in that section they would make contributions to the local match. In an earlier version there were numbers about the amount of that match. At Councilor Loomis's request those numbers were taken out. The agreement still said there would be a contribution, but it did not say what the contributions would be. He expected the funding IGA would define those amounts and would be executed sometime toward the end of 2008. That was one change that should be noted at the top of page 2.

There was a section on safety and security in which TriMet acknowledged it did have increasing responsibilities as its system grew and that more must be done in Clackamas County. TriMet acknowledged it did not yet have the proper number of officers and that it was planning for more officers for security patrols. We talked a lot over the past year about how many that should be and when that commitment should come. He felt Chief Kanzler was satisfied as were Mr. Asher and Mr. Swanson that we had an acknowledgement that no one really knew what that number was, but it was going to be more than it was today. As this line went into operation this detail would be attended to. TriMet agreed to better coordinate with local law enforcement by incorporating a forum by the opening of the I-205 – Portland Mall Light Rail project in September 2009 that was a precursor to an ultimate obligation which was the South Precinct similar to what TriMet was now doing on the east and west sides. Mr. Banta was present to give more detail if the City Council wished. TriMet agreed to let Milwaukie's public safety officials influence the light rail project at every stage from design, engineering, construction, and operation. Milwaukie will want its people to have a say in not just how it was operated but also how it was designed. The security operations plan would memorialize what was agreed upon. TriMet agreed to security cameras and lighting at all stations and park-and-rides. That was talked about a lot last week. He let TriMet know this Council had a real interest in seeing not just the cameras but also monitoring those cameras. He was not sure how that would be pulled off. The agreement did acknowledge TriMet was interested in researching best practices and applying those best practices to whatever station got built here in Milwaukie. TriMet was also interested in monitoring those stations and park-and-rides. Now it was a question of how to do it. It may be this was the prototype and the place to figure it out. There was new language at the bottom of page 2 on that point as well. TriMet further agreed to work with Milwaukie schools and neighborhood associations about staying safe near light rail.

There was a section on design, engineering, construction, and maintenance in which TriMet acknowledged that the concerns of downtown Milwaukie neighborhoods and schools were unique and that Milwaukie was small and needed to maximize its downtown real estate for redevelopment and not for transit track and infrastructure. They did not know what the final alignment would be, but the City and TriMet were on record as acknowledging this was a small downtown, and the neighborhoods were very close to it. They probably have not built a project in quite that environment before, and there was acknowledgement of that. TriMet acknowledged the Milwaukie community would have an opportunity to participate in the elements designed in Milwaukie especially the station. So where there was some discretion about how things were designed Milwaukie was going to have a chance to participate in that process. There would be a design and construction IGA that would formalize the City's role in the design. It would do more than that but it was something the City would be very interested in. Staff was very interested. It did not want a design sort of just handed to us on stations. He would probably say as well there were certain things, probably most things, which were sort of standard. The City would not be telling TriMet how to space the ballast in the track. The station was certainly important. There would be a conduct of construction plan that TriMet would agree to with its contractor. In that plan the concerns the schools had about construction windows and impacts that our businesses

and neighborhoods had will all have a chance to be worked out prior to construction. As Public Works Director he had several operations.

There was a section on mitigation, and in the agreement both acknowledged that there was a federal process that was quite official and formal that sort of defined impact and necessitated certain mitigations for certain kinds of impacts. He got direction from Councilor Chaimov that we needed more than that. We needed some assurance that TriMet would do its best to mitigate the concerns that they knew this community had about this project. Whether it was safety and security, near schools, freight access in the North Industrial Area, or noise and vibration. Whatever it was TriMet was sort of on notice that Milwaukie had an expectation that we would not only follow the federal guidelines and we would not necessarily be satisfied with the federal guidelines. Frankly, this was one he was really pleased was still in the agreement because it was a big deal for this City as everyone stated. One of the big ones was the quiet zone. In the agreement TriMet and the City agreed to pursue designation of a quiet zone from the FRA and to design the project to give it the best chance of receiving that designation. We want it quiet in the downtown as quiet as it can be. TriMet was not at all opposed to that. It did not have ultimate control over that call so could not agree to making it happen but could agree to doing everything it could to make it happen. There was no disagreement about what the intentions were in downtown Milwaukie.

The next section talked about transit facilities, amenities, and programs. This one was really more about the buses that were here today, and we expected to continue to be here more than the light rail project. There was a connection if the light rail project was built. If there was a station at Lake Road then there would be a lot of people making bus and transit connections in downtown Milwaukie. We needed to think forward to how bus traffic and bus transfers happened in downtown Milwaukie. There has been tortuous path with buses in downtown Milwaukie. Where those bus stops were. Where the buses laid over. The quality of the facility. The quality of the surveillance. All of those issues were long overdue to work out with TriMet. Progress was being made. The section started off by talking about park-and-rides. Any of the park-and-rides proposed on this light rail project would have some impact on Milwaukie. TriMet acknowledged that. It talked about in the event a downtown park-and-ride was built that the City would have some expectation that it would help design that garage so that it would conform with our mixed use requirements for the downtown especially with Main Street frontage. It was a very prominent site. We heard from the Park and Recreation Board that it was a gateway site. It cannot just be a stacked deck structure. Frankly, if there was a parking structure in downtown Milwaukie, the municipality ought to be able to have some use of it. TriMet was acknowledging there was an agreement to share the structure and to share in its design. We talked about dissolving the transit center, and that was affirmed in the agreement. TriMet acknowledged that the agency had changed course with regards to the bus layovers. It was no longer feasible to do that function at Southgate as we thought it was a year ago. There was no answer in this agreement for layovers. There was continued acknowledgement we wanted the layovers to occur in the optimal place which was a place that had the least impact on businesses as far as parking went and the least visual and noise impact on nearby residences. It was a challenge to figure out where to do that and not to have the buses driving all around downtown or driving out of direction. We will continue to work on that. There was a good bit in the agreement that talked about 2 bus stop shelter areas to replace the transit center that we had today. We would like to start working on one of these bus stop shelter areas now. In fact we already had the first couple of meetings and made some improvements behind City Hall to where we could have large sidewalks, architectural shelters, more seating, more lighting, a transit tracker, garbage receptacles, with all of the things a transit facility with this kind of usage deserved. That was going to happen. There was a further agreement here that if an when light rail

opened and we had a station to the south we would replicate that at the southern end of downtown. By decentralizing all of that bus waiting, improving the facilities, and by dealing with the layovers he thought that was what the community expected for dissolving the transit center. This agreement gave us a clear definition of what it was we wanted to do.

The last section talked briefly about joint development that was very important to him and hoped it was to everyone. TriMet acknowledged the light rail project had a regional benefit as people could move around the region more quickly and conveniently especially in this corridor. Mr. Asher thought it strengthened all the communities along the corridor, and it strengthened the region. That in and of itself might not be enough of a reason for Milwaukie to be interested in light rail. There was a very local benefit. He said it many times to the City Council and others there was a benefit to having a light rail station or stations in a community and in the City and even in downtown Milwaukie. That station area development was viewed, for living and working, as an amenity. People were willing to move to places, to relocate and start businesses near those amenities. One of the problems we had as a community was that we had very few tools to help make that sort of thing happen. We have talked about that as well. We did not have a land-banking program. We did not own property. We had some, but not enough to accomplish the objectives of the downtown plan. We did not have incentive programs for developers. We needed help, and this project could actually help. This was a public agency that would have to acquire some property downtown that was going to put in one station at the south end of town. The agency could actually work with us and for us to achieve some of those redevelopment goals. This agreement basically said if you are going to be in our town doing that sort of thing, we would like very much to be working on redevelopment projects with you and named a couple of sites that seemed to make some sense. One was the triangle site near Lake, Main, and 21st, another was the Cash Spot site which the City did own, and the third was the area near Tacoma. Tacoma was not in the City of Milwaukie, but the site just south was. There was no objection from TriMet as they liked to do that kind of thing. They understood that was where most of the local benefit came from in these projects. Mr. Asher thanked the Council for indulging all of that. It was a long list of agreements and acknowledgements. He hoped the Council viewed it the same way as he, Mr. Swanson, the City Attorney, and our partners at TriMet viewed it which was a really solid basis on which to proceed with the light rail project consideration or any of the transit improvements we would want for downtown Milwaukie over the next 10 years. He thanked the City Council and hoped it would take action and adopt tonight. He would entertain questions.

Mayor Bernard said this was not a public hearing, but Council would let people testify on this portion. He had a few people who wanted to testify. First he declared a potential conflict of interest for the record, "I am a property owner near the proposed light rail alignment, but the alignment does not touch any of my properties on Main, Washington, or 21st Street."

- **Ed Zumwalt, Milwaukie**

Mr. Zumwalt had a couple of ideas on the MOU. First of all if you sign a document like this you would have complete faith in the people you were signing it with. In the last 2 weeks he saw quite a bit of distrust. Maybe that was ironed out, but there was a lot of it visible. Maybe that will slow them down before they pull another stunt like pulling out of Southgate. This brought him to the 14 Points which he hated to belabor. Yeas ago when we put that together we thought we had the world by the tail. We had a really wonderful working group, and we trusted those people. He was asked by a couple of Councilors if that was a legal document, and he said it was not. It was a gentleman's agreement, and these were gentlemen. We shook hands. Everything was wonderful.

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Besides it had so much ink he did not see how anyone could weasel out of it. They showed him how. They trampled all over it, and what they did not trample over they were ignoring now. He did expect a lot of help from the City Council with mitigation in the neighborhood. Non-binding or binding. He noticed that a couple members of Council were hung up on that a couple of weeks ago. He would think that any understanding like this – any document like this would have to be non-binding by its very nature because who really knew what anyone understood about any document. Even if it was written up by attorneys. He did not think that was possible. A binding agreement bound the City's \$5 million as small as that amount was into the process. He knew \$5 million was not a lot in a \$1.4 billion project, but it was our money. \$5 million had a way of turning into \$15 million in a 20-year loan or however it was going to be done. It was not really the amount. It was that we voted this down twice in the City, and part of it was for monetary reasons. It was the idea of the thing. That was like someone coming up to you and saying, "look I am going to make your life just peaches and cream. It was going to be wonderful the rest of your life. First, I'm going to tear down your house, steal you wife and your car and your dog, and beat the stuffing out of you. First give me \$1,000." Mr. Zumwalt did not think so. It sounded like a country western song, but this was what they were asking. That \$5 million was nothing to them, but it was to us. Another thing that stuck in his craw a little bit was that it was mentioned a couple of weeks ago that the \$5 million would come back at us 2- to 2-1/2 times very quickly. Mr. Zumwalt was not disputing that. Economists got that figured out, but he wanted to know how that would manifest itself. He knew it would not come back in the taxpayers' pockets. Will it come back into the City's coffers or to the downtown businessmen in soaring land values. He knew it would not come back to Mike and Dion Shepard. The day the City Council said this transit station was going on Lake Road their little American dream and their property values went in the tank for good. That was the end of that little American dream. That was not the last little livability problem in this town before the mess was over with. This neighborhood and schools being so close. We ain't seen nothin' yet. But that was the way it went. Some people came out smelling like roses, and others got stuck with the thorns. His feeling on this was that the City should not sign any agreement with these people. As fine and upstanding as they were and as well meaning as they were things took over. This was too big a thing. They cannot control anything. Whatever they did, whenever they broke this agreement it will be for their benefit and to little old Milwaukie's because after all we needed to think about the region first.

- **Rob Kappa, Milwaukie**

Mr. Kappa said the City Council had some tough choices ahead. He asked as a citizen of Milwaukie to move this project forward. He felt strongly the economic benefit to the City would come back to us. The money invested would come back tenfold. It was not just about changing habits. It was about changing a culture. He did not have to tell the City Council about the cost of gas. It was not going to go below \$4. It might someday go down to \$3.95, but it would not go any cheaper. People needed to have other methods of transportation. It was working families. It was new couples. It was senior citizens. It was middle-income people. The reality was that it was going to be too expensive to maintain the auto culture we have today. While some citizens may feel that the City Council was doing a good thing others will hate your guts. That was the nature of the business the Council was in. He asked them as a Council not to make the mistake he made 10 – 12 years ago. Push this thing through. It was going to be very viable for the City of Milwaukie. The City Council was asking all the right questions. He felt confident the City Council would handle the process. He guessed 3 to 3-1/2 years to complete the process. Asking questions about traffic and safety. When it came to the development of the project during construction there would be disruptions in the

neighborhoods. Sure there would be traffic problems. It was the nature of building a project this big. Move it ahead.

- **Ed Parecki, Milwaukie business owner**

Mr. Parecki brought up a couple of things. He thanked Mayor Bernard for declaring the conflict of interest but believed he made a small mistake in that declaration. Mayor Bernard and everyone else along the line would benefit from the light rail construction. In the event Mayor Bernard would benefit he would have an actual and not a potential conflict of interest. That being said he challenged Mayor Bernard's participation in the discussions and the vote. Barring that he briefly looked over the memorandum of understanding and even though he did not really have a professional background in looking at contracts there were a lot of problems with this memorandum in general. First of all the fact that it was non-binding gave him shivers. So what was the point of having a non-binding agreement if it was non-binding? Anything said in agreement could and would be nullified at any time. He did not understand the point of the agreement. Some of what he called the weasel clauses, there were tons of them in here. Just to name a few first of all was that it was non-binding. Second the fact that there was an open-ended statement that TriMet and Milwaukie would each make contributions toward the local match. That was an open-ended clause. It meant nothing. It meant that you will make contributions to whoever decided what the amounts were. \$5 million did not mean anything. It could go beyond anything. He suggested something along the lines of a not-to-exceed clause, so there would be a limit on the amount the City would be liable for in the future. It also mentioned a few times that more than 1 station could be built. At the last Council meeting they agreed to 1 station at Lake Road. Maybe it should be more specific. Maybe it should say "station" instead of "stations." Otherwise they could come back and say the City Council agreed to "stations" and let's add a couple more. Or one more at Washington or Monroe. Another little point they say, "agrees to exert its best efforts to mitigate." Well they could try the hardest they could -- that was the best effort. Sorry. No more mitigation necessary. They talk about noise and vibration. Again best efforts. They used the words along the quiet zone that agrees to the extent practicable. It was not practicable to do the quiet zone any more, so let's just drop it. The last attempt to do a quiet zone at a cost of over \$300,000 was abandoned. It failed once. Why will it not fail again on this line? They say things like traffic generated at these facilities will be especially important. What did that mean? It was important. We did not want the traffic, but this alignment would create nothing but traffic. Then it was very interesting that they had an understanding that the parties agreed they would enter into a binding agreement. The agreement itself was non-binding, so how can you tell them you would enter into a binding agreement with a non-binding agreement. Again on page 5 they say TriMet agreed to the extent practicable. Sorry it was not practicable so we cannot do it. Those were just a few points Mr. Parecki thought would be interesting. The last one about the joint development they used the term "if appropriate." Again, well sorry this was not appropriate so we will do that. He looked through the agreement and saw all the clauses that were totally meaningless. It was a non-binding agreement so what was the City Council signing, if anything.

Councilor Stone asked the City Attorney to comment on Mr. Parecki's concern about the Mayor's declaration of a potential conflict.

Mr. Monahan responded the ethics rules say an individual who was a decision maker needed to make a determination whether they had an actual or potential conflict of interest. A potential conflict of interest as when an action that would be taken had a potential, the possibility, but not necessarily a definite benefit. An actual conflict of interest was when one knew it was definite there would be a benefit. Mayor Bernard indicated in the past that by being a property owner in the downtown particularly in

regards to the potential location of stations there might be a potential increase in value to this property. Mr. Monahan thought what Mr. Parecki was indicating was that he felt by entering into this MOU for the City that the Mayor would definitely benefit from a financial benefit from light rail coming to the City. Mayor Bernard had to make his own determination whether he felt that was actual or potential. If there was a challenge and it sounded as if Mr. Parecki made a challenge it was up to the remaining members of City Council to determine whether or not they felt that the Mayor's conflict was potential as he characterized it or actual. The Mayor always had the opportunity if he chose to decide not to participate in a proceeding even when he had a potential conflict of interest. Mr. Monahan believed from the Mayor's actions tonight that he declared it as potential. That was how he understood it, and he was taking part in this proceeding. If the Council members chose to overrule that it was their prerogative. Obviously if the Mayor's declaration was wrong and someone wanted to challenge it at another forum that was their opportunity.

Mayor Bernard added he had declared this potential numerous times. He made the declaration 2 weeks ago and no one in the audience protested in the past. For clarification he heard numerous times that for example the Shepard's value had decreased. Was there not a potential that his property would decrease? It was amazing that one property owner's value decreased because of light rail, but the Mayor's increased. It seemed odd to him. Rumors last week were that TriMet bought his for \$2.9 million, and that was a lot more than Mayor Bernard would ask for it and appreciated it. The potential was there for anyone including every property owner in Milwaukie that the value would increase.

Councilor Stone disagreed it would impact everyone the same. The nearer to the line the more probable it was that in some way the property would be affected. The concern she had heard voiced and that people were wondering about was if there was a potential for an actual conflict of interest with a foreseeable sale of his property for instance with the building of light rail. That was a very real possibility. That concern had certainly been voiced. Mayor Bernard had a potential for an actual conflict of interest down the road. With the subsequent decisions. This was one decision that was going to be made, and there would be several more on top of that. The closer we get to the building of this, the closer Mayor Bernard could come to potentially having an actual conflict of interest.

Mr. Swanson said this was a memorandum of understanding that had a number of elements. Only one of which was the potential for light rail. He underlined potential because we had not even developed an LPA or gone through the FEIS process. If he remembered correctly a simple way to look at potential versus actual conflict of interest was that potential conflict of interest was one that could result in pecuniary benefit. An actual conflict of interest was one that would result in a pecuniary benefit. One had to look at it in terms of the action that was being taken tonight which was a memorandum of understanding. He thought there was still a long way to go before the memorandum of understanding would result in a pecuniary benefit as opposed to could. It seemed to him that the breadth of this thing – we talked about buses, shelters, light rail, development, and we did not talk about it just at that one place. In fact we did not even have an LPA. All we had was a recommended LPA. It seemed to him that the memorandum of understanding was at best only raised the possibility and could result as opposed to would result in a pecuniary benefit. He was not sure the memorandum of understanding resulted in pecuniary benefit to anyone in the sense that it would.

Mr. Monahan thought Councilor Stone portrayed the struggle. A conflict of interest could at one point in time be potential and at another point in time given changes in circumstances could be actual. The determination tonight was not for what the future

was but for what this action was before the City Council whether the Mayor had an actual or potential conflict of interest with this action.

Councilor Loomis commented in response to Mr. Parecki's question about why we were entering into a non-binding agreement he felt it was to identify the City Council's concerns so they could be addressed. That was the main reason for this document. We did not know all the issues or things that would arise. He would not be comfortable in signing a binding document at this time because things changed. It really did come down to trust and a true partnership. At the last City Council meeting he was feeling uneasy just because of the way comments were made by certain folks. He felt better. He was going to meet with Mr. MacFarlane. Get to know him a little bit better and feel at ease with the partnership. That was the crucial thing. Things were going to change as we went along. We were all aware that TriMet was in the transportation business, and that was what TriMet did. Milwaukie was in the City business, and that was what the Council did. Together we wanted it to be a good project and benefit us. He liked what was said at the beginning and wanted to believe it. He hoped they could work toward that relationship. The money part was an issue with him and always had been. Milwaukie did not have a lot of money, and there were a couple of big projects in the City that also had regional benefit and had greater benefit to the citizens of the City of Milwaukie. Money was tight here as it was everywhere. \$5 million did not sound like a lot compared to a \$1.4 billion project, but it was nearly half of the City's discretionary funds. It was a big concern. If we can have a good partnership, we can work through this. If he had the same feeling he knew it was a conflict of interest or potential or actual that was where he was confused. He was not sure it would bring that benefit. You hear it brings benefit on one hand, and others think it brings the whole town down. That was where he struggled a little bit. He needed to listen and pay attention a little more and look into things a little more.

Councilor Barnes agreed with Councilor Loomis. She did not want to go into a binding contract after Mr. Asher explained what we were trying to do. This was the start and building blocks for us. That was how she viewed it. It was like when you start a new school year. You start with everyone on the same page, and you start to build trust. Being together on this project and starting in this way helped build that trust. She looked forward to that. Her big concern was getting the security cameras to a point where we could actually see them on the Internet or on television. ODOT made that available for people who wanted to check road conditions. She knew that under this non-binding agreement TriMet would work at best practices. She volunteered her services this summer to work with them as a person who was actually in the media and worked with cameras. She would be more than happy to work with TriMet and Grady Wheeler to come together on a project that could actually put those cameras through our cable channel. Whenever anyone turned on Milwaukie cable access if we were not playing something that was prerecorded we could actually see those cameras. Or we could go to the Internet like the ODOT cameras. She was willing to work with them to find a way to have that happen.

Mr. Banta appreciated the support and willingness to work with TriMet. His concern was what did the nation do in terms of viewing and monitoring CCTV cameras because it was new for TriMet. Frankly they did a lot of construction under Mr. MacFarlane's guidance and others, and sometimes they liked to look out to other properties to see what they did in terms of incorporating something new into the one infrastructure and the process or procedure. That was his concern about how they went through in doing it. To him it was very different when looking at an ODOT camera for congestion on one of the local thoroughways versus monitoring public's behavior. He was not qualified to speak on behalf of that and was why he recommended doing an industry best practice.

Councilor Stone could well imagine you knew where she was coming from because she definitely made herself known. She really thought we had gone way far away in the direction that was intended 4 or 5 years ago when the 14 Points were developed. This was a regional project. Milwaukie used to be designated as a regional center and that did not sit well with the Council then. It did not sit well with her now. They downgraded us, if you will, to a town center, and then they created what became known as the 14 Points. They did not seem like they were being acknowledged in this particular alignment and what you wanted to do to our town. You needed Milwaukie. The region needed this center. She had a real problem with disrupting the safety and livability of this town and this neighborhood at our expense for the region. She did not think that was right. She thought that the 14 Points needed to be honored. Brian Newman spoke about the 14 Points back in April 2003, and he said there were 4 that were most significant. The main one was that light rail stay out of residential neighborhoods, and it was going right through one. Now how can we do that? How can we say 5 years ago that you have our word that we are not going into your neighborhoods, and now that was where we were going? The second point was that the leadership wanted no mandates on density or other planning requirements if light rail were to come to Milwaukie. Metro had agreed that light rail would come to Milwaukie on its terms with no density requirements. This was what Metro Councilor Brian Newman said, and he would be vigilant this commitment was kept. The third was a stipulation that the downtown transit center be moved specifically to the Southgate Theater site in the North Industrial Area. We even had a date certain for that move, and it never happened. Her point was that things did change. The basic concept of wanting to keep the small town feel was forgotten about that. Milwaukie was a diamond in the rough. We were a very small footprint for a very large transportation project that in her estimation was completely disproportionate to the size and scale of this town and this neighborhood. It had no business coming through this neighborhood like that and especially going behind a school and near 2 other schools. The funding issue was big for her too. People needed to be able to vote on how they wanted their transportation dollars spent and particularly the people in Milwaukie in terms of if they truly wanted this to come to their town. She would like them to answer for her tonight about the possibility of the funding actually happening to extend this line to Park because if it did not go there something needed to be in this agreement that said it would not, in no way, we would not turn the south end of town into a train depot and a bus depot. Right now the transit center was not being moved. It was being made over. It was being upgraded. It was not moved. We still had bus transit and layovers there. It did not sound like it was going to be moved any time soon. She did not want to see a train depot because that really increased the footprint of this project, and she thought it was inappropriate for Milwaukie. Something like that needed to be in the agreement. If we did not extend the line to Park, if there was not the funding to do that, then we will terminate at Southgate. We will not terminate in Milwaukie. She did not want the project to be built without voter approval. If she had that she would support it, but she needed voter approval to have that happen for her.

Councilor Chaimov asked Mr. Asher if he considered the memorandum of understanding to be the best commitment the City could obtain at this stage from TriMet on how TriMet would build and operate any light rail system.

Mr. Asher replied absolutely yes.

Mayor Bernard commented we had come a long way from a numerous page agreement to a blank page to what Mr. Asher described as getting everything we wanted. He was thrilled we had come so far. It was important to note, and Councilor Stone addressed it, that the City of Milwaukie was very concerned it did not end at the south end of downtown. The \$250 million was tied to Milwaukie light rail, and we would

be very concerned should it end there. He was very satisfied and very excited about moving this project forward. Just to address another issue. It was kind of amazing to him how, like Councilor Loomis said, in one area it destroyed the community and in the other one the Mayor got richer. He did not understand how that happened. One neighbor where light rail ended their value dropped 100%, but the Mayor's was raised 100%. He found that difficult to understand. He was excited about this and would vote in favor of the MOU.

Mr. Asher responded many of Councilor Stone's concerns which were shared by some of the community would have a full airing on July 14 and 15 which was where and when the LPA discussion would occur. They scheduled 2 nights to make sure that indeed everyone would have a chance to come and testify and that the Council would be able to have a full chance to discuss and ask questions. A lot of those concerns go right to the project itself and the LPA. That was probably the right time to take that on in earnest. The second was just to respond to the comment about should the terminus be at Lake Road in downtown Milwaukie and how to contend with that. There was language in 3.A of this agreement that talked about minimizing the footprint of the project should that happen and to incorporate and integrate some of those infrastructure facilities in a way that really did maximize downtown Milwaukie real estate for redevelopment. He felt that one was in their minds and addressed as well we can here. He shared the concern about the terminus at Lake Road, and that was the next discussion we needed to have.

Mayor Bernard said members of Council were getting emails, but he was not sure they were going anywhere else. He had been sending them all to Ms. DuVal but did not know about the others. Councilor Barnes agreed to forward them to her who would submit them to Metro.

It was moved by Councilor Barnes and seconded by Councilor Chaimov to adopt the resolution authorizing the Mayor to execute a memorandum of understanding with TriMet establishing an umbrella agreement regarding transit improvements in downtown Milwaukie for the years 2008 – 2018. Motion passed with the following vote: Mayor Bernard and Councilors Barnes, Chaimov, and Loomis 'aye' and Councilor Stone 'no.' [4:1]

RESOLUTION NO. 59-2008:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TRIMET ESTABLISHING AN UMBRELLA AGREEMENT REGARDING TRANSIT IMPROVEMENTS IN DOWNTOWN MILWAUKIE FOR THE YEARS 2008 – 2018.

B. Authorizing the City Manager to Execute a 2-Year Intergovernmental Agreement with Clackamas Fire District #1 to Provide Apparatus and Vehicle Maintenance Services to the District

Mayor Bernard understood from a Battalion Chief that the District Board had voted to extend the agreement.

Mr. Shirey reviewed the agreement. The last time this came before this City Council Mayor Bernard was involved and none of the rest were 10 years ago. It seemed worth spending a couple of minutes review this agreement. He started with telling the Council that the City maintained a fleet services division at the City with 5.5 mechanics and a fleet supervisor. Up until 10 years ago it was a pretty small group. Their responsibilities

included the maintenance of police vehicles and staff cars and specialized public works equipment and trucks. 10 years ago when the City agreed to transfer its fire personnel and equipment to Clackamas County Fire District it entered into a 10-year agreement at the time and took 2 fire mechanics under the City's employ. Since then a third fire mechanic was added. For the last 10 years the City maintained all of the District's equipment, and over time that number grew as well which was one of the reasons the third mechanic was added. To be honest with the Council the reason was not to make money. It was about providing a service he assumed the District asked the City to provide at the time. The agreement expired at the end of this month. The District asked the City to continue to provide the service, and he said he would as long as the City continued to recover the expenses associated with providing the service. The City was not in the business of making money; it was in the business of providing the service and recovering expenses. This agreement did not change dramatically the terms of the earlier agreement over the past 10 years. It was more specific about a few items. The cost of service was added in attachment C which was a spreadsheet that described what we were basing our charges to the District on. That included the recovery of 100% of the salary of the 3 fire mechanics, a portion of the salary of the fleet supervisor, a portion of the salary of the administrative assistant, and recovery for the space occupied generally speaking by the activities of the fire mechanics in the garage and related expenses. The Council may have noticed that the facilities charge was fixed for 2 years. The District felt that while the rest of the City's contributing to the improvements that were made in all of the buildings owned by the City benefited all the parties, it did not really benefit the District. They felt that maybe the City was pushing that a little bit too much and asked the City to cap it. Mr. Shirey agreed to do that but that was also the reason he wanted to come back to this in 2 years to see where we were at in that respect. The District had on the other hand a chance to look elsewhere to see if it could buy this service for less money. Mr. Shirey seriously doubted that was possible but gave them an option to change providers if it wished to do so. Those were really the 2 big changes, and he recommended approval of the IGA.

Councilor Loomis recalled in a work session a list of things, and this was one of them, that said the City had this agreement with the District and was losing money and being taken advantage of. Had that all changed and was everything good? It was a comment by another staff member.

Mr. Swanson thought this went a lot further toward recovering costs. They were looking at a 2-year agreement to test the market to see what else was out there.

Councilor Loomis understood some changes had been made to recover costs in this agreement as opposed to the old agreement.

Mr. Shirey replied that was correct.

Mayor Bernard did not believe the City was complaining it was being taken advantage of, but he did not recall the specific thing. We were losing money on it because we had an agreement. He was concerned the District might hear a comment that the City thought it was being taken advantage of.

Councilor Stone asked the reason for the City's losing money.

Mr. Swanson believed it was probably not costed correctly.

Mayor Bernard understood this was an opportunity to make a correction. The only thing that would go unchanged in the 2 years was the facilities charge.

Mr. Shirey clarified the agreement stipulated that beginning in March of the year preceding the end of the fiscal year the new cost of service agreement would be negotiated. The City's costs continued to go up, and they had to participate in those.

They had not as a part of this agreement ever been clear about this cost distribution in the previous IGA.

It was moved by Councilor Chaimov and seconded by Councilor Stone to adopt the resolution authorizing the City Manager to execute a 2-year apparatus and vehicle maintenance agreement with Clackamas Fire District #1. Motion passed unanimously. [5:0]

RESOLUTION NO. 60-2008:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS FIRE DISTRICT #1 TO PROVIDE APPARATUS AND VEHICLE MAINTENANCE SERVICES TO THE DISTRICT.

C. Council Reports

Councilor Chaimov attended the final Poetry Series reading and announced the picnic on July 26 during Milwaukie Daze. On a personal note he was pleased and honored to attend his daughter's college graduation.

Councilor Barnes attended her daughter's high school graduation. She volunteered at the Friends of the Ledding Library Book Sale and was a part of the fundraiser cruise in for a Milwaukie High School student. She would attend the National Education Association Convention in Washington, D.C.

Mayor Bernard noted the success for the Milwaukie Farmers' Market and announced the City Hall Anniversary Celebration on July 11. He was honored to celebrate his father's 80th birthday. On July 1 the Clackamas Fire District would open the South End Station in Oregon City.

Mr. Swanson announced an executive session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties regarding current litigation or litigation likely to be filed.

ADJOURNMENT

It was moved by Councilor Barnes and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously. [5:0]

Mayor Bernard adjourned the regular session at 9:01 p.m.

Pat DuVal, Recorder

MINUTES

MILWAUKIE CITY COUNCIL WORK SESSION

July 1, 2008

Mayor Bernard called the work session to order at 5:30 p.m. in the City Hall Conference Room.

Council Present: Mayor Jim Bernard and Councilors Greg Chaimov, Joe Loomis, and Susan Stone.

Staff Present: City Manager Mike Swanson and Attorney Harlan Jones

Mayor Bernard announced the Council would go into executive session pursuant to ORS 192.660(2)(h) to consult with counsel concerning legal rights and duties regarding current litigation or litigation like to be filed.

The Council returned to the work session, and Mayor Bernard announced the Harmony Road Transportation Improvement Project Update would be rescheduled for a future date. He adjourned the work session at 6:39 p.m.

Pat DuVal, City Recorder

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
JULY 1, 2008**

CALL TO ORDER

Mayor Bernard called the 2033rd meeting of the Milwaukie City Council to order at p.m. in the City Hall Council Chambers.

Present: Council President Joe Loomis and Councilors Greg Chaimov and Susan Stone

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Police Chief Larry Kanzler, Human Resources Director Mary Rowe

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

Swearing in of Milwaukie Police Chief Bob Jordan

Municipal Court Judge Ron Gray administered the Milwaukie Police Chief Oath of Office to Bob Jordan.

Retiring Police Chief Larry Kanzler administered the Law Enforcement Oath of Honor.

CONSENT AGENDA

It was moved by Councilor Chaimov and seconded by Councilor Stone to approve the consent agenda:

- A. City Council Minutes
 - 1. May 20, 2008 Work Session
 - 2. May 20, 2008 Regular Session
- B. Resolution 61-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Establishing Initial Milwaukie Arts Committee Terms of Office;
- C. Resolution 62-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Mark Docken to the Milwaukie Ledding Library Board;
- D. Resolution 62-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Mark Docken to the Milwaukie Ledding Library Board;
- E. Resolution 63-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager to Execute a Contract and Issue a Purchase Order to Dan Obrist Excavation, Inc. for the Purpose of Deconstructing the Cash Spot Building Located at 11100 SE Main, Milwaukie, Oregon in an Amount not to Exceed \$60,500;
- F. Resolution No. 64-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager to Sign and Agreement

with Clackamas County Dispute Resolution Center for Mediation and Training Services for the Fiscal Years 2008 - 2011;

- G. Resolution 65-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Providing Public Notice of a Special City Council Meeting on July 14, 2008; and
- H. An OLCC Application for MillerCoors, 9696 SE Omark Drive, Change of Ownership

Motion passed unanimously among the members present. [4:0]

AUDIENCE PARTICIPATION

None.

OTHER BUSINESS

ADJOURNMENT

It was moved by Councilor Chaimov and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously among the members present. [4:0]

Mayor Bernard adjourned the regular session at 7:16 p.m.

Pat DuVal, Recorder

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN CONTRACTS FOR FISCAL YEAR 2008 - 2009.

WHEREAS, the City of Milwaukie, by adopting Resolution 9-2005, has put into place public contracting rules; and

WHEREAS, the rules require City Council review of contracts for certain goods and services that have projected annual expenditures greater than \$25,000; and

WHEREAS, the City Council has reviewed the listed goods and services and the projected annual expenditures; and

WHEREAS, the City Council finds such goods and services needed and vital to the operations of the City of Milwaukie;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, as follows:

Section 1. The City Council authorizes the City Manager to execute purchase orders for the following goods and services.

Vendor	Services Provided	\$ Amount
American LaFrance	Parts and Services-Fire Trucks	30,000
ASAP Software	Computer Software	40,000
City County Insurance Services	Insurance Premiums	220,000
City of Lake Oswego	Dispatch Services – LOCOM IGA	320,000
City of Portland	Sewage Treatment Charges	150,000
City of Portland	800 KHz Repair & Maintenance	30,000
City of Portland	PPDS Access Fees	38,000
Clackamas Cable Access Board	Operation of Public Access Studio	30,000
Clackamas County Service District #1/WES	Sewer Treatment Charges	1,300,000
Clackamas County	Signal Repair & Street Striping	45,000
Clackamas River Water	Water Use per IGA	50,000
Diversified Abilities (D & A Janitorial)	Janitorial Services	110,000
Don Thomas Petroleum	Unleaded & Diesel Fuel & Oil Products	200,000
Dryer Electric	Electrical Repairs and Services	50,000
Goodyear Commercial Tire	Tires & Tire Repair	25,000
Grove, Mueller & Swank, P.C.	Audit Services	33,000
Interactive Computer Designs	Incode Annual Software Maintenance	37,500
Joel Kay and Joyce St Arnaud	Installment Payments for 2215 SE Harrison	34,516
Les Schwab Tire Center	Tire Purchases for Fire Trucks & City Vehicles	35,000
Liberty Northwest Company	Worker's Compensation Insurance Premiums	155,000
JBL&K	Insurance Agent of Record	33,000
Metro Area Communication Com	Comcast Franchise Administration	45,000
Neopost	Postage meter	20,000
NW Natural	Gas for City Facilities	40,000
Portland General Electric	Electricity for City Facilities	650,000
Printing Today	PILOT Printer	38,000
Qwest	Telephone Service	85,000
Jordan Schrader Ramis PC	City Attorney Services	175,000
Jordan Schrader Ramis PC	Stanley Works Litigation	100,000
Rowe Bros	Body and Frame Repair	25,000

US Postal Service	Postage for PILOT, Other Permit #30 Mailings	30,000
Xerox Corporation	Rents & Leases for all Copiers	44,345
Xerox Corporation	Per Copy & Supplies Cost	14,500

Section 2. The effective date of this resolution is July 1, 2008.

Introduced and adopted by the City Council of the City of Milwaukie, Oregon, on August 5, 2008.

Mayor James Bernard

ATTEST:

Pat DuVal, City Recorder

APPROVED AS TO FORM:

Jordan, Schrader, Ramis, PC



To: Mayor and City Council

Through: Mike Swanson, City Manager
JoAnn Herrigel, Community Services Director

From: Tim Salyers, Code Compliance Coordinator

Subject: Resolution Authorizing a Lien in the Amount of City Costs for Abating the Nuisance on the Real Property owned by Lisa Meidel.

Date: July 25, 2008

Action Requested

Approve the proposed resolution, which assesses the costs of the nuisance abatement, including administrative overhead, pursuant to the Milwaukie Municipal Code Section 8.04.200.

Background

The Code Compliance Department received a request from a neighbor to inspect the premises located at 5115 SE Brookside Dr. for an offensive odor. Code Compliance Coordinator Tim Salyers went to the property on May 23, 2008 and observed violations of MMC Sections 8.04.070B. & F, and 8.04.110A. Specifically, Officer Salyers observed and documented the existence of an offensive odor, debris, junk, trash, and overgrown vegetation on the site.

This property has had prior violations. It has been in this condition numerous times throughout the last few years with citations issued many times to this property and the property owner. In order to address the latest issue, the Code Compliance Department went forth with the abatement process. The Milwaukie Municipal Code Sections 8.04.170-8.04.190 establishes the procedures for abatement. All steps were followed and documented. The Code Compliance department posted the premises advising of the existence of the nuisance, in compliance with MMC 8.04.170B. and sent a copy of the notice to the property owner certified mail postage prepaid. Since the nuisance was not abated by the property owner, in accordance with MMC 8.04.190, the nuisance was abated by the City.

On June 24, 2008, in compliance with MMC 8.04.200 A. an abatement summary was sent certified mail, postage prepaid, to Lisa Meidel, the property owner, at 5115 SE Brookside Dr, Milwaukie, OR 97222. The mail was not claimed by Ms. Meidel.

The municipal code provides an opportunity for objections to be filed. There has been no objection and no payment as of today as required by Milwaukie Municipal Code Section 8.04.200.

MMC 8.04.200 provides that if the costs of abatement are not paid within thirty days from the date of notice, an assessment of the costs as determined by the City Council shall be made by resolution and entered in the docket of city liens. Upon such entry being made, the lien shall constitute a lien upon the property from which the nuisance was abated.

Concurrence

The City Manager, City Attorney, City Recorder, and Community Services Director concur with the recommendation.

Fiscal Impact

If Action Not Taken

If the recommended action is not taken as it relates to the non-administrative costs, the City will lose the costs that it has incurred to abate the nuisance.

If the recommended action is not taken as it relates to the administrative costs, the City will not be reimbursed for those costs, which have been budgeted.

If Action Taken

If the recommended action is taken as it relates to the non-administrative costs, the City will enter a lien against the property, which may be satisfied in the near or far future as the property owner determines. In any event, it will accrue interest at the rate of six percent (6%) per annum from the date of entry of the lien on to the lien docket pursuant to Milwaukie Municipal Code Section 8.04.200(D).

If the recommended action is taken as it relates to the administrative costs, the effect will be the same as stated above with the non-administrative costs.

Work Load Impacts

None

Alternatives

Deny the resolution

Council Staff Report -- Resolution Authorizing a Lien in the Amount of City Costs for Abating the Nuisance on the Real Property owned by Lisa Meidel.
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Attachments

1. Resolution
2. June 24, 2008 letter from City Recorder Pat DuVal to Lisa Meidel
3. Milwaukie Municipal Code Sections 8.04.170-8.04.200

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ASSESSING THE COSTS OF ABATEMENT OF THE NUISANCE LOCATED AT 5115 SE BROOKSIDE DR AND ENTERING THE SAME ON THE DOCKET OF CITY LIENS PURSUANT TO MILWAUKIE MUNICIPAL CODE SECTION 8.04.200(D).

WHEREAS, on May 29, 2008 notice of a nuisance was issued and posted on the property located at 5115 SE Brookside Dr, Milwaukie, Oregon; and

WHEREAS, the property owner or person in charge of the property did not abate the property or file a protest to the notice of a nuisance within ten (10) days of the posting; and

WHEREAS, the City abated the nuisance after first obtaining a judicial warrant authorizing entry the property to abate the nuisance; and

WHEREAS, the City has maintained an accurate accounting of the costs of abatement, including administrative overhead; and

WHEREAS, on June 24, 2008, the City forwarded to the owner, or person in charge, by registered or certified mail, postage prepaid, a notice of the abatement costs in compliance with Milwaukie Municipal Code Section 8.04.200(A) et seq; and

WHEREAS, there has been no objection filed to the abatement costs within ten (10) days after the notice nor have the costs of the abatement been paid within thirty (30) days from the date of the notice; and

WHEREAS, Milwaukie Municipal Code Section 8.04.200(C) provides that if the costs of abatement are not paid within thirty days from the date of notice, an assessment of the costs as determined by the City Council shall be made by resolution and shall thereupon be entered in the dockets of city liens, and upon such entry being made shall constitute a lien upon the property from which the nuisance was abated.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL, CITY OF MILWAUKIE, STATE OF OREGON, THAT, PURSUANT TO MILWAUKIE MUNICIPAL CODE SECTION 8.04.200(C):

Section 1. The assessment of the costs for the abatement of the said nuisance, including administrative overhead, is in the amount of \$1,955.70.

Section 2. The above assessment of costs shall be entered in the docket of city liens.

Section 3. This resolution is effective immediately upon adoption.

IT IS FURTHER RESOLVED THAT the City may also record the lien as a lien in the County lien records.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney

Document2 (Last revised)

June 24, 2008

Lisa Meidel
5115 SE Brookside Dr
Milwaukie, OR 97222



Certified Mail # 7007 3020 0001 4229 6658

**Abatement Costs of Nuisances on Your Property at
5115 SE Brookside Dr, Milwaukie OR 97222**

Ms. Meidel

An abatement of numerous code violations has occurred on your property. The City of Milwaukie has done the following work on your property, which will now be entered onto the City's lien docket:

<u>Work Completed by Contractors or City Employees</u>		<u>Cost</u>
Removal of:		
Junk, Debris, Yard Debris and Odor Causing Material		\$1178.70
 <u>Administrative Staff Time</u>	 <u>Hours</u>	 <u>Cost</u>
Tim Salyers, Code Compliance Coordinator	15 X \$39.00	\$585.00
Sarah Lander, Code Compliance Assistant	6 X \$32.00	\$192.00
	 <u>Total \$1,955.70</u>	

The cost as indicated will be assessed to and become a lien against the property unless paid within **thirty (30) days** from the date of this notice.

If the owner or person in charge of the property objects to the cost of the abatement as indicated, he or she may file a notice of objection with the city recorder not more than **ten (10) days** from the date of this notice.

Sincerely,

Pat DuVal
City Recorder
503-786-7502

Attachment C

8.04.170 Abatement—Notice.

A. Upon determination by the city manager that a nuisance as defined in this or any other ordinance of the city exists, the city manager shall forthwith cause a notice to be posted on the premises where the nuisance exists, directing the owner or person in charge of the property to abate such nuisance.

B. At the time of posting, the city recorder shall cause a copy of such notice to be forwarded by registered or certified mail, postage prepaid, to the owner or person in charge of the property at the last known address of such owner or other person.

C. The notice to abate shall contain:

1. A description of the real property, by street address or otherwise on which such nuisance exists;

2. A direction to abate the nuisance within ten days from the date of the notice;

3. A description of the nuisance;

4. A statement that unless such nuisance is removed the city may abate the nuisance and the cost of abatement shall be a lien against the property;

5. A statement that the owner or other person in charge of the property may protest the abatement by giving notice to the city recorder within ten days from the date of the notice.

D. Upon completion of the posting and mailing the person posting and mailing the notice shall execute and file a certificate stating the time and place of such mailing and posting.

E. An error in the name or address of the owner or person in charge of the property or the use of a name other than that of the owner or the person shall not make the notice void and in such a case the posted notice shall be sufficient. (Ord. 1028 § 18, 1964)

8.04.180 Abatement—By owner.

A. Within ten days after the posting and mailing of the notice as provided in Section 8.04.170, the owner or person in charge of the property shall remove the nuisance or show that no nuisance exists.

B. The owner or person in charge protesting that no nuisance exists shall file with the city recorder a written statement which shall specify the basis for so protesting.

C. The statement shall be referred to the council as a part of the council's regular agenda at the next succeeding meeting. At the time set for consideration of the abatement, the owner or other person may appear and be heard by the council and the council shall thereupon determine whether or not a nuisance in fact exists and such determination shall be entered in the official minutes of the council. Council determination shall be required only in those cases where a written statement has been filed as provided.

D. If the council determines that a nuisance does in fact exist, the owner or other person shall within ten days after such council determination abate such nuisance. (Ord. 1028 § 19, 1964)

Attachment C

8.04.190 Abatement—By city.

A. If, within the time allowed, the nuisance has not been abated by the owner or person in charge of the property, the city manager may cause the nuisance to be abated.

B. No abatement shall occur under this section unless preceded by issuance of a judicial warrant authorizing entry, search, seizure and abatement, or in the alternative, written consent and release of liability by the property owner or person in charge of the property.

C. The city recorder shall keep an accurate record of the actual cost incurred by the city in abating the nuisance, including any administrative expenses. (Ord. 1722 § 2, 1992; Ord. 1028 § 20, 1964)

8.04.200 Assessment of costs.

A. The city recorder, by registered or certified mail, postage prepaid, shall forward to the owner or person in charge of the property a notice stating:

1. The total cost of abatement including the administrative overhead;
2. That the cost as indicated will be assessed to and become a lien against the property unless paid within thirty days from the date of the notice;
3. That if the owner or person in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the city recorder not more than ten days from the date of the notice.

B. Upon the expiration of ten days after the date of the notice, the council in the regular course of business shall hear and determine the objections to the costs to be assessed.

C. If the costs of the abatement are not paid within thirty days from the date of the notice, an assessment of the costs as stated or as determined by the council shall be made by resolution and shall thereupon be entered in the docket of city liens, and upon such entry being made shall constitute a lien upon the property from which the nuisance was removed or abated.

D. The lien shall be enforced in the same manner as liens for street improvements are enforced, and shall bear interest at the rate of six percent per annum. Such interest shall commence to run from date of entry of the lien in the lien docket.

E. An error in the name of the owner or person in charge of the property shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property. (Ord. 1028 § 21, 1964)



To: Mayor and City Council
Through: JoAnn Herrigel, Community Services Director
Mike Swanson, City Manager
From: Sarah Lander, Code Enforcement Assistant
Subject: Parking Permit Management System Funding
Date: July 21, 2008

Action Requested

Approve a resolution authorizing a budget appropriation for the purpose of purchasing parking management package.

History of Prior Actions and Discussions

April 1, 2008, parking update at council work session
August 21, 2008, TSP parking task force update regular council session

Background

On-street parking in downtown Milwaukie is a limited resource, and it is the City's policy to manage this resource to support downtown revitalization. For several years, the short-term parking spaces that do exist have not been available to visitors due to the habits of employees and employers who park their vehicles in short-term stalls for the entire workday. Many downtown employees and employers habitually park in short-term stalls and move their cars from one space to another throughout the day, making it difficult for customers to find parking in the downtown zones. Such vehicle movement, termed "Move to Evade," primarily takes place within a one-block distance, between Main and 21st streets.

The City's recent Transportation System Plan (TSP) process included workshops to define improvements to the City's downtown parking management practices. The Master Plan for downtown parking set the implementation of a parking management system as the highest of priorities for downtown parking enforcement. The proposed purchase includes a handheld device and software that will allow for enforcement of section 10.20.080 C of the Municipal Code, also termed the "Block Rule." This code section aids the City's efforts to control downtown Milwaukie employee parking, prioritizing on-street parking for short-term parkers. We are currently not able to enforce this code because of a lack of technology to track parked vehicles throughout the day.

This software purchase will allow the City of Milwaukie to:

- Enforce the block rule,
- Begin to meet our high priorities set out in the TSP
- Provide for a future that brings more parking management duties, such as parking lot permit management, in house.

This project was budgeted for during the 2007/08 fiscal year using funds from multiple departments. Unfortunately, the contract negotiations ran over the 2007/08 fiscal year and therefore were not budgeted for in fiscal year 2008/09. In order to complete this project we need to appropriate the required funds in fiscal year 2008/09.

Concurrence

The Finance Director, Community Services Director, Community Development Director, Planning Director, Code Compliance and the City Manager support this resolution to carry forward this parking management project and for the fund to be appropriated for this fiscal year, 2008/09, as it facilitates the parking management priorities for this important City amenity and service.

Fiscal Impact

\$16,000 will be appropriated in FY 2008/09 budget to cover the upgrade costs.

Work Load Impacts

The purchase of this parking management system will not increase staff's work load but will increase staff productivity, quality of service and allow for enforcement of Municipal Code 10.20.080 C. Further, the quality of the parking enforcement and management will be of a very high caliber.

Alternatives

Do not adopt the resolution carrying funds forward prohibiting purchase of parking management system.

Attachment A – Municipal Code Section 10.20.080 C “Block Rule”

Block Rule

City of Milwaukie Municipal Code: Title 10 Vehicles and Traffic

10.04.055 Block.

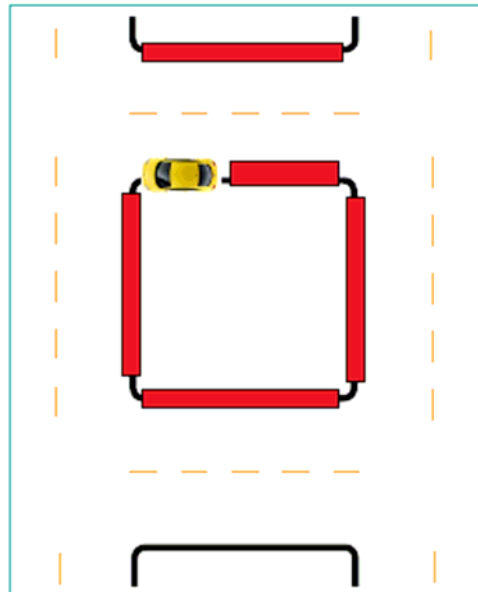
“Block” means all four sides or streets surrounding or encompassing a plot of land including any adjacent street across from the block originally parked in.

10.20.080 Additional regulations.

C. Where maximum parking time limits are designated by sign, movement of a vehicle within a block shall not extend the time limits for parking.

Parking more than once in the same block is prohibited in the Milwaukie Municipal Code. Where signs designate maximum parking time limits, movement of a vehicle within a block shall not extend the time limits for parking. A block is defined as all four sides or streets surrounding or encompassing a plot of land, including any adjacent street across from the block originally parked in.

See graphic:
After the posted time limit has passed
do not parked in the red lined areas.



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE,
AUTHORIZING BUDGET APPROPRIATION FOR THE PURPOSE OF
PURCHASING PARKING MANAGEMENT PACKAGE.**

WHEREAS, the City Council of the City of Milwaukie had previously adopted the 2007-2008 Budget which included the \$16,000 appropriation to purchase a parking management package to be charged to Community Development Fund and General Fund – Planning Department, and

WHEREAS, the unappropriated amount of \$16,000 was carried forward in the affected funds beginning fund balance; and

WHEREAS, the change in beginning fund balance and materials and services appropriations do not change the total fund appropriation by more than 10% pursuant to ORS 294.480 Supplemental Budget(s); and

WHEREAS, due to time constraints the vendor awarded the contract was not able to provide to the City of Milwaukie’s satisfaction an approved to form contract;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milwaukie, Oregon, as follows:

Section 1. The City Council authorizes the appropriation of \$16,000 to be to charged to the Community Development Administration Fund – Community Development Administration Department Materials and Services and General Fund – Planning Department Materials and Services; with \$8,000 charged each department.

Section 2. This resolution is effective upon adoption.

Introduced and adopted by the City Council of the City of Milwaukie, Oregon, on August 5, 2008.

Mayor James Bernard

ATTEST:

Pat DuVal, City Recorder

APPROVED AS TO FORM:

Jordan, Schrader, Ramis, PC

5.
PUBLIC HEARING



To: Mayor and City Council
Through: Mike Swanson, City Manager
From: JoAnn Herrigel, Community Services Director
Subject: Garbage Rate Increase
Date: July 10, 2008

Action Requested

Approve a resolution increasing residential and commercial garbage rates to reflect increases in the fuel and disposal costs and to achieve parity with Clackamas County rates and increasing miscellaneous drop box fees to reflect fuel increases.

History of Prior Actions and Discussions

- August 2004
Council approved a garbage rate increase of 2.79% for both *residential and commercial* services (effective October 1, 2004)
- September 2006
Council approved a *residential* garbage rate increase of \$1.16 per can per month (effective September 1, 2006).
- October 2007
Council approved a *residential* garbage rate increase (effective November 2007) to reflect various anticipated cost increases, equalizing the City's residential rates with those of Clackamas County's and authorized the distribution of roll carts for commingled curbside recycling.

Background

The City receives financial reports from the seven franchised garbage companies annually. These reports contain information regarding the expenses and revenues of each garbage hauler for the previous year. The information submitted by the individual collectors is consolidated to create a composite 'company'. Costs are adjusted to eliminate those costs allowed for tax purposes but not allowed for determining collection rates. This composite is used to analyze the financial health of the entire system.

The City determines the system's health based on what is called "return on revenues" (ROR). Chapter 13.24 of our municipal code states that rates should be adequate to provide a ROR equal to 10% of the composite gross revenue. When the system falls within a range of 8 to 12%, typically, neither an increase nor decrease in rates is deemed necessary. Special circumstances, such as the addition of new programs or anticipated increases in expenses outside the control of the companies may, however, warrant rate increases.

For 2007, the collectors' collective rate of return was close enough to the 8% minimum (8.41%) to warrant discussion of a rate increase, particularly due to the large increase in fuel prices witnessed over the last year and further increases expected over the next year. Rate projections incorporate a figure of 60.0% to represent the rise in fuel prices for the coming year. This was the actual increase based on the average price paid in 2007 and the current price paid beginning in May 2008. In addition, effective September 1, 2008, Metro's Transfer Station tip fee will increase by \$4.61 per ton.

After reviewing the financial figures for 2007, conferring with Clackamas County Solid Waste staff, and meeting with the garbage haulers and their financial consultant, City staff developed the following rate increase proposal:

- Residential garbage rates will be adjusted to reflect: 1) Anticipated fuel costs for the coming year (\$0.70 increase for all service levels), 2) Metro's \$4.61/ton tip fee increase (increases vary based on tonnage built into service level rate) and 3) Any differential in rates between the City and Clackamas County. (In 2007, Council approved the "equalizing" of Milwaukie's residential rates with those of the County. Some housekeeping is needed to achieve this goal.)
- Commercial garbage rates will be adjusted to reflect: 1) Anticipated fuel costs for the coming year (\$0.70 for all service levels), 2) Metro's \$4.61/ton tip fee increase and 3) Any differential in rates between the City and the County.
- Miscellaneous commercial, residential and drop box fees will be adjusted to reflect: 1) Anticipated fuel costs and 2) The differential in rates between the City and the County.

An example of the rate change formula is as follows:

- 32 gallon can collected once per week is currently billed at \$24.00/month.
- \$0.70 increase proposed for fuel cost
- \$0.30 increase proposed to cover Metro tip fee increase (based on average weight of waste in this size can)
- No differential between County and City rate
- Proposed new rate for this serve would be \$25.00

Concurrence

The garbage haulers have requested the proposed increase. The Community Services director supports this increase. Clackamas County staff supports this rate change and expects adoption at the July 31st Board of County Commissioners meeting.

Fiscal Impact

Increased rates may result in incrementally higher franchise fee revenue paid to the City by garbage haulers.

Work Load Impacts

None anticipated.

Alternatives

Do not approve the rate adjustment potentially resulting in a request for an even larger increase in 2009.

Attachments

- Consolidated financial report
- Proposed rate table
- Resolution

CITY OF MILWAUKIE
Consolidated Summary of Detail Cost Reports Data
2007

	2007		2006		Projection - 2007 / 2008	
	Consolidated	%	Consolidated	%	Inflation Factor	Projected Results
MILWAUKIE GROSS REVENUE	3,842,382	100.00%	3,620,319	100.00%	0.00%	4,080,823
Revenue From Rates	3,698,304	96.25%	3,535,120	97.65%	0.27%	3,908,245
Rate Adjustment Required						
Revenue from mark up of disposal on Drop Box						
Revenue from Recyclable Materials	144,078	3.90%	85,199	2.41%	0.00%	172,578
MILWAUKIE EXPENSES						
Employee Related:	1,183,104	30.79%	1,181,685	32.64%	4.85%	1,240,485
Direct Cost of Operations	945,668	24.61%	918,504	25.37%		
General & Administrative	237,436	6.18%	263,181	7.27%		
Vehicle & Equipment Related:	565,934	14.73%	534,110	14.75%		665,058
Fuel	149,668	3.90%	141,120	3.90%	60.00%	239,469
Repair & Maintenance	174,721	4.55%	152,835	4.22%	3.90%	181,535
Depreciation	118,166	3.08%	119,518	3.30%	0.00%	118,166
Recycling Bins	5,763	0.15%	1,797	0.05%	0.00%	5,763
Supplies	2,770	0.07%	5,129	0.14%	3.90%	2,878
Insurance	61,553	1.60%	49,912	1.38%	3.90%	63,954
Rentals	23,202	0.60%	34,140	0.94%	0.00%	23,202
PUC/Licenses/Fees	17,782	0.46%	16,307	0.45%	0.00%	17,782
Interest	12,309	0.32%	13,352	0.37%	0.00%	12,309
Disposal Fees	1,366,168	35.55%	1,405,643	38.82%	2.16%	1,403,027
Franchise & Comm. Fees	158,523	4.13%	149,662	4.13%	0.00%	156,199
Dispatch Service/Subcontracts	-	0.00%	-	0.00%	0.00%	-
Training & Worker Safety	8,156	0.21%	14,538	0.40%	3.90%	8,474
Other	7,135	0.19%	8,334	0.23%	3.90%	7,413
Office:	55,337	1.44%	42,076	1.16%		56,364
Office Rent	23,832	0.62%	24,196	0.67%	0.00%	23,832
Depreciation-Bldg & Equipment	2,002	0.05%	1,234	0.03%	0.00%	2,002
Repair/Maintenance-Office	2,313	0.06%	3,257	0.09%	3.90%	2,403
Cleaning	945	0.02%	386	0.01%	3.90%	982
Office Supplies	5,976	0.16%	5,519	0.15%	3.90%	6,209
Equipment Rental	3,176	0.08%	586	0.02%	0.00%	3,176

CITY OF MILWAUKIE
Consolidated Summary of Detail Cost Reports Data
2007

	2007		2006		Inflation Factor	Projected Results
	Consolidated	%	Consolidated	%		
Postage & Freight	17,093	0.44%	6,898	0.19%	3.90%	17,760
Advertising & Public Education	2,831	0.07%	2,500	0.07%	3.90%	2,941
Contributions	796	0.02%	1,324	0.04%	0.00%	796
Professional Fees	15,104	0.39%	10,673	0.29%	3.90%	15,693
Insurance	5,093	0.13%	3,752	0.10%	3.90%	5,292
Telephone	15,622	0.41%	13,947	0.39%	3.90%	16,231
Utilities	6,556	0.17%	4,656	0.13%	3.90%	6,812
Property Taxes/ Licenses/ Fees	12,218	0.32%	12,871	0.36%	3.90%	12,695
Dues & Subscriptions	7,137	0.19%	5,120	0.14%	3.90%	7,415
Travel, Meals & Lodging	1,180	0.03%	6,500	0.18%	3.90%	1,226
Professional Meetings & Seminars	862	0.02%	4,830	0.13%	3.90%	896
Bad Debts	6,179	0.16%	1,275	0.04%	0.00%	6,179
Corporate Overhead	93,897	2.44%	6,092	0.17%	0.00%	93,897
Yard Debris	-	0.00%	-	0.00%	0.00%	-
Interest	213	0.01%	-	0.00%	0.00%	213
Miscellaneous	10,434	0.27%	2,563	0.07%	3.90%	6,996
TOTAL EXPENSES	3,522,469	91.49%	3,412,051	94.02%		3,714,301
ADJ. TO EXPENSES	(3,351)	-0.09%	(11,121)	-0.31%	0.00%	(3,351)
OTHER - PER CLACKAMAS CO.	-		-		0.00%	-
ALLOWABLE EXPENSES	3,519,118	91.59%	3,400,930	93.94%		3,710,950
NET BEFORE TAXES	323,264	8.41%	219,389	6.06%		369,873
RETURN ON REVENUE	8.41%	8.41%	6.06%	6.06%		9.06%

ATTACHMENT A

Proposed Garbage + Recycling Rate Changes Effective September 1, 2008

Milwaukie				
Current			Proposed	Rate
Rate	Service Level			Change
Residential				
\$ 24.00	1-32 gal	\$	25.00	\$ 1.00
\$ 48.00	2-32 gal	\$	50.00	\$ 2.00
\$ 72.00	3-32 gal	\$	75.00	\$ 3.00
\$ 20.90	20 gal	\$	21.75	\$ 0.85
\$ 24.00	35 gal Cart	\$	25.00	\$ 1.00
\$ 31.95	60 gal Cart	\$	33.25	\$ 1.30
\$ 37.20	90 gal Cart	\$	38.80	\$ 1.60
\$ 11.35	On call customers	\$	11.65	\$ 0.30
\$ 11.35	Monthly	\$	10.95	\$ (0.40)
\$ 3.75	Recycling only	\$	3.90	\$ 0.15
Commercial				
\$ 18.25	20 gal MF	\$	19.10	\$ 0.85
\$ 19.50	32 gal MF	\$	22.10	\$ 2.60
\$ 20.46	32 gal Comm	\$	21.05	\$ 0.59
\$ 27.65	60 gal cart Comm	\$	31.20	\$ 3.55
\$ 30.73	90 gal cart Comm	\$	33.80	\$ 3.07
\$ 82.99	1 yard weekly	\$	84.66	\$ 1.67
\$ 132.47	2 yard weekly	\$	136.01	\$ 3.54
\$ 175.04	3 yard weekly	\$	180.64	\$ 5.60
\$ 219.86	4 yard weekly	\$	227.46	\$ 7.60
\$ 1.75	Mileage Charge	\$	2.30	\$ 0.55
Drop Box				
\$ 22.15	Delivery Fee	\$	25.00	\$ 2.85
Misc				
Comm/Res				
\$ 1.65	Tire Pick Up Off Rim	\$	2.00	\$ 0.35
\$ 5.15	Tire Pick Up On Rim	\$	5.50	\$ 0.35

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, INCREASING RESIDENTIAL AND COMMERCIAL GARBAGE RATES TO REFLECT INCREASES IN THE FUEL AND DISPOSAL COSTS AND TO ACHIEVE PARITY WITH CLACKAMAS COUNTY RATES AND INCREASING MISCELLANEOUS DROP BOX FEES TO REFLECT FUEL INCREASES.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE adopting new rates for garbage service in the City, effective September 1, 2008.

WHEREAS, Section 13.24 of Milwaukie Municipal Code provides that the City Council may set rates and implement rate changes, and

WHEREAS, the franchised haulers have reported a collective rate of return for 2007 for residential and commercial services that is lower than the target return of 10% and projections for 2008 suggest an even lower return for the coming year, and

WHEREAS, effective September 1, 2008, Metro’s Transfer Station tip fee will increase by \$4.61per ton, and

WHEREAS, fuel costs have risen 60% over the past year and are expected to continue to increase over the coming year, and

WHEREAS, the proposed rates are comparable to local jurisdictions in the Metro area and will restore equality with those of Clackamas County, as achieved by the City in November, 2007,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON that the City Council of the City of Milwaukie, Oregon determines that the rates for garbage and recycling, herein attached as “Proposed Garbage and Recycling Rate Changes Effective September 1, 2008,” are effective on September 1, 2008, and

Section 1. The City of Milwaukie residential, commercial and drop box rates for garbage collection are revised as shown in Attachment A.

Introduced and adopted by the City Council on _____, 2008.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney

7. INFORMATION

**Riverfront Board
Minutes
July 1, 2008 meeting**

Board members present: Wall, Green, Stacey, Klein, Seagler, Martin

Absent: St Clair,

Staff: JoAnn Herrigel

Guests: Katie Mangle, Milwaukie Planning Director

Minutes

Typo noted at the end of last month's minutes. With that correction, minutes approved 6-0.

Locally Preferred Alternative

Herrigel summarized for the group the Locally Preferred Alternative recommended by the North South Light Rail Steering Group – which was to be considered by City Council on July 14 and 15 at a public hearing. She said the preferred alignment goes along the Tillamook line through Milwaukie, with one station in downtown, located at Lake Rd, and a terminus at Park Avenue (just outside the City). Park and Rides are proposed for Tacoma St. and Park Ave. with 1000 spaces each. She added that the recommendation also included a “Minimum Operable Segment” (MOS) that would terminate at Lake Rd. She translated this to mean that if adequate funding was not located for the full line to Park Ave, the line would terminate at Lake Rd. and a second phase would be built later to Park Ave. Under the MOS, a park and ride would be built at the Cash Spot site with 275 parking spaces and 250 spaces would be added to Tacoma (for 1250, total). The Cash Spot park and ride would go back to City operation when the Park Ave segment was completed.

Mangle and Herrigel answered questions

Klein: What was the deadline on June 23rd?

Ans: That was for comments on the SDEIS that would be conveyed to the federal agencies reviewing the SDEIS. All comments made after that date would still be pertinent to the local jurisdictions, Metro and Tri Met but would not be conveyed to the Feds.

Wall: Interested in what's in the Memorandum of Understanding that Council recently approved.

Ans: Mangle described many of the items in the MOU but agreed to get the document to the Board for their review.

Klein: If, after Park Ave segment is built, we get the Cash Spot back and use it for public parking – how do we keep park and riders out of there?

Ans: There are ways to open certain spots later in the day to avoid the early park and riders. There are other methods of restricting parking that could be used.

Wall: Any idea what the odds are that we'll get funding?

Ans: It is looking optimistic that the federal cap on transportation funding may be lifted. If that happens, with Portland's good track record with light rail projects, we have a good chance to get the funds we need to go to Park Ave.

Seagler: We don't want to encourage only commuters in downtown. People will come here to park and that's all. It is said that they will shop here and eat dinner – but I think they will just get in their cars and go home. The proposed park and ride (granted it's only a rendering) is out of scale and context for this downtown.

Klein: I agree with Greg – Like the Town Center, even though the group went with a particular developer, the scale seemed out of proportion with the downtown and the fifth story was very contentious.

Mangle noted that the City does have design review authority. She said the Cash Spot site is in the downtown office zone and all design criteria for that zone would apply.

Seagler: Because we own the Cash Spot, that's why we're using it for this Park and Ride – it's cheaper than buying something else. Citizens don't want to spend more money on new properties. I want to make sure mixed-use options don't get ruled out from the start. Lake Oswego has a mixed-use development with 300 parking spaces that is preferable to this one with no other uses. Seems like Milwaukie always goes with utility – let's start big this time – if it's going to happen – we need to sell it. We seem to be becoming a utility room for some reason (224, Kellogg Plant etc).

Mangle noted that the process has only just begun, it's not over. The MOU was written because the details are important to Milwaukie. The next step will be preliminary engineering that will look more closely at the Park and Ride. She emphasized that to actually implement the Downtown Riverfront Framework Plan, the city does need a transportation system of some type, whether it's light rail or not

Seagler: The Downtown Plan seems to be held separate from the light rail process and TriMet and Metro seem to roll us over a lot.

Mangle noted that she'd worked as a consultant on the Wilsonville commuter rail and that even though the community didn't weigh in very early, when they did, their concerns were integrated into the process. She noted that she felt the project could have saved money in the long run if the community had weighed in earlier. She encouraged the Board to stay involved so the light rail project in Milwaukie could be built the right way the first time!

Seagler: People in Milwaukie feel like their comments fall on deaf ears sometimes. Planning Commission and City Council usually give in to Tri Met and Metro. The City

would have changed the height restrictions on the Town center project if the project hadn't died. I want to connect the downtown to the River, not block it from the downtown

Green: I haven't been very engaged in the SDEIS process but I feel that Milwaukie needs light rail and light rail needs Milwaukie. It's coming, I think, whether we like it or not and it's best to get on board (not worth opposing). Supporters don't typically attend City Council meetings, unfortunately. I think Light Rail will be a valuable asset and we certainly need the public investment before the private investment will come to Milwaukie. It's similar to the Riverfront project in that we need to get some state funds to show progress and then maybe private funds will follow.

It's inevitable that change will come to this City. We, as a Board, have influence. What happens at the Cash Spot is important to the Riverfront and downtown. The Cash Spot site is a gateway to Milwaukie and needs to be more than just a parking structure. It could contain parking but should be much more.

Martin: I want the Cash Spot site to be an asset. Certainly 1,000 spaces at that site would not be okay. I think we should shoot high with our expectations for that site.

Seagler: There's a difference of 475 spaces between the Lake Rd. terminus (MOS) and the Park Ave terminus. I'm sure the funding agencies have requirements for these projects on how many spaces need to be where. Are we sure we have the right amount of spaces?

Mangle described the process for review of these projects and noted that cost and ridership are considered in the formula for project elements like park and rides. She said the segment from Lake to Park is very high cost, thus more spaces are required at the park and rides. The LPA wouldn't recommend an option that wouldn't meet the Federal requirements. She said she felt the Board should direct their comments regarding the mixed use of the Cash Spot site to City Council, Clackamas County and Metro.

Green: The assurance that this park and ride won't grow is that the SDEIS says this is the specific project (alignment, station locations and park and ride locations and space numbers). Any changes would require a new study. The pain and cost of that additional process would be too much.

Seagler: Just days before the station area decision, Tri Met dropped the Southgate park and ride project. Why couldn't that happen again?

Mangle suggested that the Southgate issue was not analogous to the SDEIS for the Portland to Milwaukie light rail project and disagreed with Seagler's assertion. She noted that TriMet's decision on Southgate was about existing transit options – not light rail.

Stacey: I prefer this line going to Park Ave. If we do 275 spaces at the Cash Spot but we really need more than that – commuters will all park in the neighborhoods. If we have a park and ride at Cash Spot – I would like it to be mixed use.

Green: Does T-sub (cost and ridership formula) change with gas prices? Is data from the SDEIS still valid now that gas prices have increased so drastically? Seems like this would help justify going to Park Ave.

Seagler: I have some concerns about this projects' impact on Kronberg Park and the Kellogg Lake area. I want to come up with the best ideas to help this project look good (fit in with the surroundings). I like the trestle over the lake and McLoughlin Blvd and I don't want any new structures to block or ruin the view of it.

Green: Could you use some type of faux wood covering...?

Wall: I believe that there is no way light rail is good for Milwaukie. East-west traffic will be worse. Don't ask me to sign a letter as a member of this Board that indicates support for this project. I agree with other members' comments regarding the Cash Spot. If you don't say this is a good idea, I'm okay with signing a letter stating the Board's views. The letter could state that "If we have to have Light Rail, then...".

Seagler: Are there other examples of narrow downtowns (1-2 blocks wide) that have light rail going through them? The impacts are great.

Klein proposed language for a Board recommendation that stated that the Board really hopes that the Cash Spot can be used for more than just a park and ride.

Green: What's the boundary of our influence as a Board? Are our comments on this project appropriate do you think?

Klein: We have interest in parking between the creeks but Kellogg is awfully close to the Cash Spot site. (Site is in flood plain and has flooded in the past).

Wall: This is part of our mission – areas that surround the Riverfront – not just land that touches it.

Green: What part of the project can we comment on to make this a better project?

Seagler: The frontage blocks along McLoughlin Blvd are important to the Riverfront development. There used to be a matrix (in City code) that said parking structures on waterways were strictly forbidden. Here we are again putting structures near the river. We need a plaza that connects to the Riverfront. We need cafes with bigger sidewalks and seating areas so people can view the river.

Seagler : Are there restrictions on hours of parking space use at Park and Rides?

Mangle noted that there are ways to operate them so that they can be used by non-commuters as well.

Wall: Would the City continue to own the facility?

Mangle/Herrigel: Not sure – but assume so.

Wall: I'd prefer that we did.

Seagler: I do think we have a terrible problem with parking in Milwaukie so I want to make it clear that I am not against parking structures, I just don't like this location.

Green: We're not going to find many developers for the type of thing Greg's talking about to build on Mcloughlin – it's way too busy. I am not opposed to a structure on the Cash Spot site but want it to be in scale with downtown and it should be multi-use. We should go beyond what we "have to do" to something better. This should be an outstanding facility. The question I want to answer is how do we design the light rail facilities so that they positively integrate with Kellogg Lake and the Riverfront. How do we make the bridge over the Lake low profile and so it fits in with the trestle?

Mangle noted that the downtown design guidelines have a whole page on parking structures. The City, she said, should reinforce these (with their comments???)

Herrigel noted the schedule for upcoming hearings on the LPA. She asked if the group wanted something submitted to Council for the July 14-15 LPA hearing in Milwaukie. She noted that the next Riverfront Board meeting was not until July 22.

Wall: we need to write up whatever we want to submit before the July 14-15 Council hearing

Green: We should be careful to submit comments pertinent to the Riverfront's purview. I think we want to guide elements of the project that impact the Riverfront. We should have some input on the use of the Cash Spot site based on its large impact on the riverfront park.

Seagler: Let's find issues we agree on and submit those comments – then if individuals want to go further than that on their own, they can. We should convey that we want the facility at the Cash Spot to be to the scale of other structures in the area and that its design should adhere to and even exceed City standards.

Wall: I'd start with the recognition that the Riverfront Board has identified this site as one that is important for parking for the Riverfront Park. We should stress that City codes should be adhered to and exceeded. Note that this is the south entrance to the City. We should also stress that the light rail line should interface with the proposed underpass near Kellogg dam (proposed for the dam removal project). I want to use the words "Key" and "Park" in there.

Green: How about “if light rail comes to Milwaukie” and if the parking structure is built at the Cash Spot, then:

- Maintain ownership of property and facility
- Integrate shared parking at the Park and Ride to support the public’s use of the Riverfront, and
- Any structure facing Kellogg Lake should interface with the setting

Wall: Use words “Key” and “Crucial”

Seagler: The South Downtown Plan development process being done by the Center for Environmental Structure (CES) should be tied to this somehow (ideas shared with CES should be integrated into designs for light rail structures). I want to make sure we stay with our standards rather than changing them. Also there should be some signage integrated into the light rail facilities noting how to get to the Riverfront etc.

Herrigel noted that the next step in the CES process for south downtown was to pull together a smaller group (9 people) to guide the concept plan. Herrigel said that she could suggest that a Riverfront Board member be on that small group so that the board could stay apprised of the progress.

Green: This is a good opportunity for connections to Kellogg Creek and the Riverfront and maybe even some funding could come from this. We do need to incorporate the underpass into designs for this area. We need to be sensitive to and accommodate how pedestrians move. Also I’d like a fairly wide buffer between Kellogg Lake/Creek and any facility.

Wall: We want to have the surrounding area provide connectivity to the Riverfront.

Seagler: We need to tie in CES’s work.

Wall: Is the MOU a direct result of the TriMet Southgate debacle?

Mangle said it was not a direct result but did provide a good vehicle for staff and council to state what they feel they “need” to move forward with this transit option. The MOU had been drafted before Tri Met announced the Southgate decision. She emphasized that the MOU is not, like an IGA, binding on either party but noted that it is fairly strongly worded and she feels it is being paid attention to by TriMet.

Mangle listed some of the MOU elements but Herrigel said she would get the Board members a copy of the final document.

Seagler: In our comments let’s make sure we stress that the bridge over Kellogg interface with the trestle and its surroundings. If they could match the lines somehow that would be good. Don’t just use those big flat columns.

The group agreed that JoAnn would draft a letter and send it to Dave. Dave would edit it and send it to the rest of the board for review and comment. The group noted that we have concerns with the Cash Spot site's use – whether it hosts a park and ride or not.

Seagler: What about Kronberg Park?

Green: Again the light rail line facilities should fit in with their surroundings.

The group agreed that their comments should stress their interest in staying involved in reviewing and guiding whatever project comes out of this SDEIS process. They stressed that Downtown Design Guidelines should be paid attention to.

The group agreed that the July and August meetings should be held unless it is determined that there are no agenda items.

Stacey motioned to adjourn. Klein seconded and motion passed 6-0.

North Clackamas Parks and Recreation District
MILWAUKIE CENTER/COMMUNITY ADVISORY BOARD
Minutes of June 13, 2008

MEMBERS PRESENT: Joan Staley, Chuck Petersen, Joy Estes, Molly Hanthorn, Jane Hanno, Ben Horner-Johnson, Kim Buchholz, Katie Rudolfelt, Eleanor Johnson, Ben Tabler

MEMBERS EXCUSED: Carolyn Mills

STAFF PRESENT: Joan Young, Donna Lugibihl, Dan Zinzer

GUESTS: Jo Ann Santell

CALL TO ORDER: Molly called the meeting to order at 9:34 am. Chuck made a motion to accept the minutes as printed and Kim seconded the motion. Ben Horner-Johnson noted a typo on page 2 of the minutes where it should have read "realistic" instead of realist. The corrected Minutes were then approved unanimously.

CORRESPONDENCE: None

REPORTS

N. CLACKAMAS PARKS AND RECREATION DISTRICT UPDATE

Dan Zinzer, Director, Business & Community Services, was introduced to the Board by Joan Young. Dan reported that the Milwaukie Center budget increased a little from the previous fiscal year. Joan mentioned that staff would be working 40 hour weeks starting July 1. Dan said that this was a consistency issue and that it would cut paying out so much overtime.

Dan mentioned that the Nutrition Program was doing quite well. Fund-raising efforts have been very successful. Toby Forsberg, Marketing Director, has been doing a great job getting partnership dollars.

The Transportation Program also has more stable funding. Again, Toby has been instrumental in getting sponsorship for bus ads which bring in revenue for the program.

Dan reported on fixed assets - capital improvements in the Center's budget:

1. Back flow device
2. Moveable wall repairs
3. Solar hot water (kitchen)
4. Remote station to plug in generator (for long term power outages)

Phase 1 Improvements will also be made to the north side of N. Clackamas Park including the dog park, trails and the stream areas.

Dan said that work is continuing on the Trolley Trail, which runs from Milwaukie to Gladstone. Presently, they are tweaking some of the designing.

Two park plan concepts of the 162nd Avenue community park land were handed out and Dan spoke about the partnership with North Clackamas School District to

share ball fields and parking. The School District is planning to build a school next to the park. After much discussion at the District Advisory meeting, it was decided that a community center might be better at a different site. It would then allow more space for ball fields, picnicking areas and parking.

Dan said that construction is presently going on at the Stringfield property.

Dan discussed working with Portland/Metro on 10 acres of land in the Southgate area and adding property near the Clackamas River-High Rocks area to have access to the river.

Dan spoke about the Clackamas County Library levy that will be on the November 2008 ballot. The County is proposing the formation of a library district to make up for lost federal and county funding. The tax rate for the district would be about 39 cents per \$1,000 of assessed property value. This would create a stable funding source for libraries.

Dan reported that the ballot measure to add Molalla to the Parks District failed (North Clackamas residents overwhelmingly approved it but not Molalla). Dan said that he's had some inquiries about Canby and Estacada joining the District.

BOARD OFFICER NOMINATING COMMITTEE

Ben Tabler reported that he and Joy propose the following slate of officers: Joan Staley, Chair; Eleanor Johnson, Vice-Chair; Carolyn Mills, Secretary. Chuck made a motion to accept these officers; it was seconded by Kim and passed unanimously.

BOARD/COMMITTEE REPORTS

NC DISTRICT ADVISORY BOARD MEETING

Molly reported that the Board approved moving ahead on the Eagle Landing Amphitheater project.

There was election of officers: Kristen Mitchell was elected Chair and Michael Morrow was elected Vice-Chair.

Molly said that the IGA with the City of Milwaukie was finally approved and will now go to Milwaukie City Council and then to the Clackamas County Board of Commissioners.

Molly reported that there was a great deal of discussion and questions about the 162nd Ave Park options. Joan Y. said that the Board liked the idea of removing the community center from the park plans and making it more sports focused. It was noted that to manage a large community center it will take pooling of financial resources and support. YMCA people were in attendance as well folks from the Sandy Athletic Club and many others.

NC PARK STEWARDSHIP COMMITTEE

Eleanor reported that the grasses along the paths in N. Clackamas Park were growing high but were going to be cut back. The horse arena will be worked on when the weather gets drier. The acoustics in the park is still an issue with some of the neighbors complaining of noise. The North side area of the park will be

putting in benches, water fountains, tables but still need sponsors. The dog park group is meeting and soon will be posting rules and come to a consensus about separating small and large dogs.

NUTRITION/TRANSPORTATION COMMITTEE

Ben announced that the Nutrition Program is doing quite well with fund-raising this year. Concession stand should bring in about \$10,000 and the March for Meals brought in \$16,500 this year vs \$14,800 last year. New Seasons has been a big contributor and continues to donate 50 cents of each loaf of sourdough bread sold which so far has brought in \$1,400.

FRIENDS OF THE MILWAUKIE CENTER, INC.

Jo Ann Santell, Friends of the Milwaukie Center Resource Development Manager, reported on her work for the Center. She's been spending the past 8 weeks getting acquainted with staff, working with Joan Y. and Colleen to better understand the workings of the Center and working in the community to broaden our exposure and partner with businesses and organizations.

It was noted that the Donor Appreciation Luncheon will be held on Wed, June 25. This year Willamette View, Inc. will be receiving the "Friend of the Milwaukie Center" award.

GOVERNOR'S COMMISSION

Joan S. said that last month the commission flew to Ontario to meet with seniors. She noted that it was a very close knit community. The organizer of the group asked about getting grants written and Joan mentioned contacting the community college and getting someone through them. On Wednesday, June 18, the commission will be going to Astoria to meet with a seniors group there.

CENTER REPORT

Joan noted that the Center would be hosting a 3 part series (June/July/August) entitled "Savor Your Health." The Focus for the June 24th event will include health screenings, coupons and product samples and educational seminars on healthy lifestyle choices.

Beth, Tina and Joan are talking about using the tools and exercises needed to do fitness assessments with the folks in the walking group, which will start up again in September. If it's successful, they would like to include all the exercise groups here.

Abby Kennedy, the new Human Services Coordinator, has lots of valuable experience and will be a real asset to the Center. Cheryl Nally, now working part time on special projects, is developing recommendations gleaned from the Vision Task Force report, which she will bring to the Board.

The Quilt Show Committee met following the successful quilt show and has decided on the 2009 theme, "My Oregon", in recognition of Oregon's 150th anniversary.

INFORMATION/ANNOUNCEMENTS

Eleanor and Joan S. are working together to host a luncheon for all retired C/CAB board members. A date has not yet been set.

ADJOURN –The board meeting was adjourned by Chair Joan Staley at 10:50 am.

Minutes prepared by: Donna Lugibihl

North Clackamas Parks and Recreation District
Milwaukie Center
Monthly Report for June 2008

Programs/Services

The Milwaukie Center is hosting three "Savor Your Health" health & wellness events over the summer months. The June event was attended by 105 participants who received free health screenings, product samples and coupons. A Safeway pharmacist reviewed individual prescriptions to assure safe use and effectiveness of prescribed medications. The July event will focus on heart health and keeping diabetes/cholesterol levels in check. The August event will address health & wellness tips for improving and enhancing the quality of life. The Milwaukie Center is the only senior center in Clackamas County hosting these events. AARP, MedicareRx Plans, United Healthcare and Safeway are sponsoring these seminars.

Sales are brisk at the Travel Desk as people sign-up for upcoming trips. More than 70 people participated in day trips during June. Trips scheduled for July include: Gustav's, Willamette Shore Trolley, Willamette Jet Boats, Salmon River Hike, Jake's Famous Crawfish and the Great Vow Zen Monastery. Most trips are already filled to capacity.

Over 250 people have registered for summer term classes at the Milwaukie Center, with registrations still coming in. The Center has four computer classes and an Explore the Arts Workshop in July.

The annual Golden Wedding Anniversary celebration for community members who have been married 50 years or more was delightful with 30 couples renewing their vows and enjoying a special luncheon.

The Center's Nutrition Program has experienced the decision of a couple of long term volunteers to no longer drive Meals on Wheels due to the high cost of fuel. The high cost of fuel may be an issue for ongoing volunteers and for new potential volunteers as they choose where they want to give their time and energy.

The Quilt Show Committee is gearing up for the Milwaukie Center "Airing of the Quilts" Quilt Show in March, 2009. The theme, "My Oregon", celebrates Oregon's 150th birthday. The Committee held a working retreat in June to work on the 2009 raffle quilt, a beautiful "Tapestry Rose" design.

In this last year, Milwaukie Center rooms have been upgraded with new vibrant colors, and new carpet throughout the Center. Countertops have been replaced, new cabinets installed, cork flooring, tile work, new furniture, as well as seismic upgrades on the ceilings of the facility. Visit us soon and enjoy your community center.

The Friends of the Milwaukie Center held its annual Donor Appreciation Luncheon, welcoming folks who have made donations to the organization for the last year to join in the celebration and financial gifting of more than \$23,000 to Center programs and services for the year. Willamette View, Inc. was named "2008 Friend of the Center" for their ongoing and significant support of the Milwaukie Center over the years.

Coming Up

Ice Cream Social and Beach Bum Day, Fri. Aug. 8, 12:30 – 1:30 pm. Best outfit wins the "Beach Bum Award". Try playing sports using **Wii**, a fun, interactive video game or have your palm read!

Healthy Aging Workshop, Mon. July 14, 1 pm – 2 pm. Mary Turner, from the Oregon Commission for the Blind, will address living life with vision impairment.

Annual Maintenance Week, Mon. – Fri. Sept. 1-5. The Milwaukie Center will be closed for annual maintenance and clean up. Meals on Wheels will be delivered and staff will answer phones.

Clackamas Live! Festival, Sat. Sept. 13 in North Clackamas Park. Join us for the "RedRubberShowdown Kickball" tournament, art vendors, music, food and **frisbee** throughout the day.